

APPROVED DRAFT NIT/ATC FOR e-TENDER

e-TENDER :-/CEET/BSNL/PTN/2026-27
DRAFT N.I.T. NO
NAME OF WORK :- SITC of 140 Nos. 1.5 TR, 5 star inverter Split
Airconditioning units for various sites under
BSNL Telecom Circle Patna. (Phase-3) (Rate
Contract)
NIT AMOUNT :- Rs 93,81,116/- with GST
EMD Rs. 1,87,622/-

Certified that this e-Tender Draft NIT /ATC contains 28 pages.

S D E (E-P)
BSNL Electrical Zone
Patna

E E (E-P)
BSNL Electrical Zone
Patna

e-Tender Draft NIT approved for Rs 93,81,116/- (Rupees Ninety three lakh eighty one thousand one hundred sixteen) only.

Sr. Chief Engineer (E)
BSNL Electrical Zone
Patna- 800001

Note: - This will not form part of Tender/ATC Document.

IMPORTANT INSTRUCTIONS FOR EXECUTIVE ENGINEER [E]

The Executive Engineer (Elect) may kindly attend to the following points before inviting tenders:

1. Time and date of opening of tender/BID and EMD to be drawn in the favor of shall be filled/ checked in appropriate pages as required.
2. Any instructions issued by the Chief Engineer (E)/ Superintending Engineer (E) after the approval of the NIT shall be included before call of tenders.
3. Any additional specification particular to the locality shall be included in the NIT before issuing the same.
4. List of approved items shown in this DNIT and any additional approvals issued after the date of approval of NIT shall also be incorporated before call of Tenders.
5. GSTARN NO. and PAN No shall be filled/ checked in appropriate pages as required
6. **Financial year** for Turnover and Income Tax Return Certificate shall be filled/ checked in appropriate pages as required before call of Tenders.

NOTE: - This will not form part of tender/ATC document.

ADDITIONAL TERMS, CONDITIONS & SPECIFICATIONS

DETAILS OF OFFICERS FOR REDRESSAL OF ANY COMPLAINT:

No.	NAME OF OFFICE	POSTAL ADDRESS	Telephone Numbers	Fax Number
1	CGMT, BSNL, PTN Circle	CGMT, BSNL, 2 nd floor, Sanchar Sadan Budh Marg, Patna 800001	0612-2223034	0612-2220100
2	Chief Engineer (E), BSNL Electrical Zone, PATNA	3 rd floor CTO, bldg, Sanchar Parisar, Patna - 800001	0612-2200679	0612- 2200829
3	DGM (Vig.), BSNL, PTN Circle	D.G.M. (Vig.) – O/o CGMT, BSNL, Sanchar Sadan, PATNA – 800001	0612-2225447	0612-2236881

Name of Work:	SITC of 140 Nos. 1.5 TR, 5 star inverter Split Airconditioning units for various sites under BSNL Telecom Circle Patna. (Phase-3) (Rate Contract).
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In case of any discrepancies between the clauses in this ATC, and those appearing elsewhere in the bid document, the clauses of this ATC shall prevail.

1. Eligibility Criteria: -

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

(a) Financial norms:

Turnover: - The average annual turnover during last three years, ending 31st March of previous financial year, should be at least 30% of the estimated cost.

(Note:- The turnover certificate shall be as per proforma attached in **Sl. No.8**)

AND

(b) Physical norms: Firms satisfying the following conditions:

(i) Manufacturers of Split Air-conditioners of 1.5TR and above capacity

(OR)

(ii) Dealers authorized by Manufacturers of Split Air-conditioners of 1.5TR. The letter of authorization in original from the manufacturer will have to be produced by the dealers .

(Note:- The OEM authorization certificate shall be as per proforma attached)

(OR)

Experience of having successfully completed similar works (Similar work stands for Supplying, installation, testing, commissioning of Split Air-conditioners of capacity not less than 1.5 TR.) 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 completed works each costing not less than the amount equal to 40% of typical work.

OR

- Two similar successfully completed works each costing not less than the amount equal to 60% of typical work.

OR

- One similar successfully completed work costing not less than the amount equal to 80% of typical work.

(Note: - Experience certificate shall be as per Performa attached.)

AND

The bidder shall submit Original Authorization certificate from Split AC manufacturer.

NOTE: 1. Similar work stands for “Supply, Installation, Testing & Commissioning of Split AC Units of 1.5 TR and above.

2. Typical work means SITC of AC unit of value Rs. 20 lakh.

3. THE WORK COMPLETION CERTIFICATE ISSUING AUTHORITY SHALL NOT BE BELOW THE RANK OF EXECUTIVE ENGINEER (E).

The seller shall possess and **upload** the following documents over and above that mentioned in Buyer added Specific Additional Terms and Conditions of the GeM BID document :-

- i. Near-Relationship Certificate.
- ii. Vendor information form.
- iii. Proof for financial and Physical Norms as per eligibility criteria and format given.
- iv. Latest Income Tax Deposit Certificate.

(Note - For the tenders of FY 2026-27 IT-return for 2025-26 or 24-25 if ITR of 25-26 not yet filed).

- v. Technical Data Sheet must be filled by bidder.

(d) The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with bid.

- 2. Important Note:** The eligibility of the agency is subject to the restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017, as circulated vide Department of Public Enterprises, Ministry of Heavy Industries & Public Enterprises, Government of India, O.M. No. DPE/7(4)2017- fin. (Part-I) dt 30.07.2020

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

RA (reverse auction) Bid technique will be followed at GeM Portal

3. Payment terms:- (A) For Supply Items:-

- (i) Tax Invoice for payment of 90% of the price shall be submitted after the receipt of material along with all accessories at site to the consignee.
- (ii) The balance 10% payment shall be released after successful physical installation, testing and commissioning as per norms. 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 agreement.

(B) For ITC and Other Miscellaneous items:-

- (i) 100% payment will be made after completion of such items after submission of invoice.**

(C) (i) In case of failure of the firm to carry out obligations as mentioned above, BSNL will have the liberty to en-cash the Bank Guarantee in addition to other actions required to be taken as per the agreement.

4. Consignee/Engineer In charge

a) Consignee -1 :

Site Name	Various Sites under BSNL Electrical Zone, Patna.
Name	Nagendra Choubey
Designation	Executive Engineer (Electrical),BED Patna
Mobile No (Service)	9431200998
Fixed Line Telephone	
Complete Site Address	Main Telephone Exchange Building, Budh Marg, Patna
Pincode	800001
Landmark	Telephone Exchange ,Patna
Approximate Co-Ordinates	
Name on Invoice	Executive Engineer (E), BSNL Electrical Division, Patna
Address	Executive Engineer (E), BSNL Electrical Division, Patna 4 th Floor Telephone Bhawan "R" Block ,Patna Email – bedptn2@gmail.com Mob.No.9431000538
State of Registration	Bihar
GS TARN No.	10AABCB5576G1Z0
PAN	AABCB5576G

b) Engineer In Charge

<i>Name</i>	Nagendra Choubey
<i>Designation</i>	Executive Engineer (Electrical),BED Patna
<i>BSNL Email id</i>	bedptn2@gmail.com
<i>Mobile No (Service)</i>	9431200998
<i>Complete Office Address</i>	Executive Engineer (Electrical), BSNL Electrical Division, Patna, 4 th Floor Telephone Bhawan "R" Block ,Patna-800001 Email – bedptn2@gmail.com Mob.No.9431000538
<i>Fixed Line Telephone</i>	
<i>Pincode</i>	800001

Note:

- 1) The Seller shall confirm the billing details and the GST number before invoicing for the item

5. NEAR-RELATIONSHIP CERTIFICATE

- i. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.
- ii. The Company or firm or the person will also be debarred for further participation in the concerned unit.
- iii. The near relatives for this purpose are defined as:-
 - a. Members of a Hindu undivided family.
 - b. They are husband and wife.
 - c. The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).
- iv. The **format of the certificate** is given below.

6. NEAR-RELATIONSHIP CERTIFICATE

(To be typed on Firm's letter head)

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

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

Signature of the tenderer
With date and seal

7. VENDOR INFORMATION FORM.

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

(GST-Annexure-A)

VENDOR INFORMATION FORM			
Vendor name (Legal Entity Name)			
Constitution of business			
Communication address			
State			
PAN			
Vendor type :			
GST registration Number.			
Existing tax registration number (Please specify)			
Contact Person			
Designation			
Telephone Number			
Fax No.			
Email-ID			
BANK DETAILS			
Name of Bank			
Name of Branch			
Swift Code			
Account Number			
Account Name			
Provide the following information for all GST registrations :			
Total no. of GST Registration (Pan India)			
For each of the registration, kindly provide the following information			
REGISTRATION FOR STATE-1			
Date of registration		GSTIN/UIN Number	
Registered address			
PIN Code		State name	State code
Composition scheme availed			
Declaration by :	Name :		
	Designation:		
	Date :		
Note: In case of multiple registrations, please insert the details in additional page.			

8. (Format of Certificate of TURNOVER issued by a registered Chartered Accountant on his letter head)

To whom it may concerned

This is to certify that we have checked the books of accounts and financial statements of M/s..... (Name of firm), (Address of the firm) having PAN no-.....

His annual turnover for the last three financial years is as given below.

Financial Year	Turnover (in Rs.)

Place-
Date-

Signature with seal of CA.

Name-
CA Registration No -
Contact number-
Email-Address-

9. (Format of Certificate of OEM authorizing to participate in tender on company letter head)

To,

The Executive Engineer (E-P)
BSNL Electrical Zone Patna
(Tender calling Authority).

This is to certify that M/s (Name of firm),
..... (Address of the firm) is hereby authorised to
participate in e-tender on Gem portal for the work-
..... (Name of Work) and Bid/ NIT
No-..... and
.....(Name of OEM) is ready to provide all
technical support to the said bidder during execution of work and warrantee period.

Authorised agency M/s shall be responsible for all
tender obligation and codal formalities.

Place-
Date-

Authorised Signatory with company seal.

Name-
Designation -
Contact number-
Email-Address-

10. (Format of Certificate of IT-Return issued by a registered Chartered Accountant on his letter head)

To whom it may concerned

This is to certify that M/s..... having registered office at (Address of the firm) and PAN No..... has deposited the Income Tax Return for latest financial year

Place-

Date-

Signature with seal of CA.

Name-

CA Registration No -

Contact number-

Email-Address-

11. Format of PERFORMANCE CERTIFICATE OF CONTRACTOR ISSUED BY CLIENTS

S. N.	Name of work	Date of Start as per agreement	Date of Completion as per		Awarded Value (excluding GST)	Actual Value of work done (excluding GST)	Levy of compensation for delay	Overall Performance (Outstanding, Very Good, Good, Satisfactory and poor)
			Agreement	Actual				
1								
2								
3								

Date:

Signature of the issuing Authority with Seal
(Not below the rank of Executive Engineer)

12. I) EMD/BID SECURITY:-Supplier has to submit EMD of Rs. **1,87,622/-** in the form of Demand Draft / Pay Order /Bankers Cheque/ FDR/ BG of Nationalized/ Scheduled Bank drawn in favour of **“A.O (B&A), O/o CGMT Bihar Telecom Circle, Sanchar Sadan, Budh Marg, Patna- 800001** which should be valid for **45** days beyond the Bid Validity. No EMD shall be deposited by the seller mentioned in the exempt category of GTC.

II) Alternatively, remittance through RTGS/NEFT in BSNL A/C whose details are as mentioned below,under intimation to this office:

II) MANDATE FORM FOR E- PAYMENT

1. Name of Beneficiary :- A.O.(B&A)
(In Block Letters)
2. Address of the Beneficiary :- BSNL, O/o the C.G.M.T, Bihar Circle, Patna
3. Bank Account No. :- **0380002100061706**
4. MIRC Code of Bank :- **800024004**
5. IFSC of Bank :- **PUNB0038000**
6. Name & Address of the Bank Branch :- Punjab National Bank, Exhibition Road, Patna
7. Type of Account :- Collection Account
8. Mobile No. :- +919431200246

13. PERFORMANCE GURANTEE.

- i. All suppliers (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc. shall furnish performance security to the purchaser for an amount equal to **5%** of the value of Advance purchase order/ contract value in the form of Demand Draft / Pay Order /Bankers Cheque/ FDR/ BG of Nationalized / Scheduled Bank drawn in favour of **“A.O (B&A), O/o CGMT Bihar Telecom Circle, Sanchar Sadan, Budh Marg, Patna- 800001** within **14 days** from the date of issue of Advance Purchase Order by the Purchaser. Validity of this PBG shall be 12 month from date of submission to the BSNL.
- ii. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- iii. The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the profarma provided in this Bid Document.
- iv. The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations.
- v. In addition to above PBG firm has to submit security deposit for an amount equal to 5 % of the individual LOI/Job order value in the form of Bank Gaurantee or Demand Draft and validity of this SD shall be 12 month form date of submission to BSNL failing which SD be deducted from running bills of vendor.

14. PERIOD OF CONTRACT

- I) The Period of contract shall be **12 months**.
- II) The Department reserves the right to extend the contract for a maximum period of six months (three months at a time) at the same rates & conditions.

15. 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 tenderers 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.

16. CURRENCY OF CONTRACT:

The contract shall be valid for issue of L.O.I /Job Order for **12 months** including 25% deviation if any, after the date of its acceptance. **The work may have to be carried out anywhere in Bihar under Bihar Electrical Zone. No extra Transportation Cost will be paid for this work.** The ordering quantity can be deviated up to the extent of 25% (deviation limit) without the consent of the firm. The firm shall execute such quantities at the rate quoted in the tender without any change in terms and conditions of the contract.

17. OPERATION OF THE CONTRACT:

- a) The Master Rate Contract agreement shall be signed by the authorized representative of the firm within 15 days of issue of the acceptance letter in the O/o the Chief Engineer (E) with Executive Engineer (E-P).
- b) For Individual work Letter of Intent (LOI)/ Job order containing schedule of quantity shall be issued by the office of Chief Engineer (E) after getting the proper requisition from the Planning Section of the BA or OA Head. No separate agreement is to be drawn for LOI/ Job order.
- c) Date of start for individual work shall be the date of issue of LOI/ Job order and time allowed to carry out the work is **30 days** .
- d) SD and other deposits as per terms and conditions of agreement for individual work shall be kept with the concern EE (E)/AO and refunded / adjusted as per relevant clause of agreement.

Note:- **Firm has to supply, installation, testing and commissioning of AC units after issue of LOI/ Job Order for individual work only.**

18. Distribution of Quantity

- (i) The Purchaser intends to limit the number of technically and commercially responsive (N) 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.

Table 1(A) (Without provisions for MSE Units)

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)				
	L1	L2	L3	L4	L5 and so on
One bidder	100%	Nil	Nil	Nil	Nil

19. Scope of work: SPECIAL CONDITIONS OF CONTRACT

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

20. TECHNICAL SPECIFICATIONS:-

GENERAL SPECIFICATIONS OF 1.5 TR INVERTER TYPE SPLIT ACs

Capacity & Type : 1.5 TR Inverter type Split Air conditioner

Technology : Variable speed compressor motor

Rated Cooling capacity (Minimum) : 4500 kcal/hr. (5230 Watts).

Minimum Room Air Flow : As per manufacturer recommendation.

Energy Efficiency as per ISEER (Minimum) : 5.6

Star Rating : 5 Star

Compressor : Rotary/Swing/Scroll

Refrigerant : R-32/R-410

Confirming to IS : IS 1391 (Part 2): 2018

1. CONSTRUCTION

1.1 General

1.1.1 The air conditioner and its parts shall be constructed with the strength and rigidity adequate for normal conditions of handling, transport and usage.

1.1.2 There shall be no sharp edges or corners liable to cause injury under normal conditions of use and all moving parts which constitute accident hazards shall be effectively guarded.

1.2 Material

1.2.1 Materials used in the construction of cabinet, front panel etc. shall comply with the corresponding Indian Standards wherever applicable except where such requirements are modified.

1.2.2 The material shall be free from defects which are liable to cause undue deterioration or failure.

1.2.3 Under normal conditions of use and maintenance, the materials used shall not shrink, deteriorate, warp or cause mould or odours and shall be resistant to attack of vermin and destructive pests.

1.2.4 Sealing and insulating material shall not lose their essential properties such as adhesion, moisture and heat resistance.

1.2.5 Internal and external finishes shall be capable of being cleaned effectively without undue deterioration and shall be such as to afford protection against climatic action in all seasons under normal use. All metal parts which are exposed to moisture or ambient conditions shall be corrosion resistant or adequately protected against corrosion.

1.2.6 100 % copper refrigerant pipes for condenser and anti-corrosive coating / hydrophilic blue coating shall be provided.

2. Refrigerant Circuit

2.1 The refrigerant pipes and fittings shall be of approved quality and shall withstand normal working pressure of air conditioners and should conform to IS 10773:1983 or equivalent national standard/ international standard.

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

2.3 100 % copper tubes for both Indoor & outdoor units.

3. Electrical Ratings

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

3.2 Stabilizer Free operation.

4. Air conditioners shall be capable of performing the functions as cooling, dehumidifying, air Circulating and filtering. The Air conditioners shall be provided with adjustable step less type electronic thermostat.

5. Outdoor unit of the air conditioners shall be fitted with discharge cooled type rotary/swing compressor operating on Refrigerant R 32/R 410 with suitably rated variable speed motor. It shall be equipped with overload protection and shall be mounted on resilient mountings for quiet operation. The compressor shall be covered by manufacturers test.

6. Remote cordless control with LCD/LED Display shall be provided with one On/Off timer, selecting Fans speed (three speeds) and setting up of temperature. Display shall be provided on indoor unit or on hand set or on both.

7. Air conditioners shall be provided with standard 3 mtrs refrigerant Copper pipe, electrical wire and drainage pipe; all 3mtrs each are to be provided.

8. Manufacturer's Warranty:

i) The manufacturer shall give a warranty for the soundness of construction and performance of the air conditioner and shall be responsible for putting right any manufacturing defects free of charge for a period of 15 months from the date of supply or 12 month from ITC of air conditioner. AC units will be installed by vendor as per the prescribed installation norms by manufacturer or authorised

service dealer.

ii) Thereafter 4 years (48 months) additional warranty on PCB (Indoor & Outdoor Printed circuit board) card and 4 years (48 months) additional warranty on the compressor.

Note: - The Seller shall submit relevant documents for availing warranty as above along with complete address and contact telephone number to the consignee. The seller shall upload all relevant data on OEM's website for availing warranty smoothly.

Technical Data Sheet (To be filled by Vendor)

Make	Model No.	ISEER	Cooling Capacity In watt	Split AC Unit Warranty	Compressor Warranty In years	PCB Warranty In years

21. Testing

Factory testing and submission of test certificate in the office of Engineer in charge.

22. Warranty

- 1) 5 Years Suppliers warranty for compressor, 5 Years warranty for PCB (indoor and outdoor) and 15 months from date of supply or 12 month from date of ITC for complete AC unit. Agency shall maintain copy of the relevant documents for availing warranty.

23. Format of PERFORMANCE SECURITY GUARANTEE BOND

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

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL by reason of breach by the said 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. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/ supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The

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

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

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

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

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

Dated the ____ day of ____

For
.....

(Indicate the name of bank)

24) RESOLUTION OF DISPUTES

24.1 Disputes and Excepted Matters:

24.1.1. 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 on any matter in question; or any other account whatsoever, but excluding the Excepted Matters (detailed below); arising out of or in connection with the contract, that cannot be resolved amicably between the Contractor and Purchaser/BSNL, shall be hereinafter called the "Dispute". The aggrieved party shall give a 'Notice of Dispute' specifying all points of Dispute/ issue, the amount of any quantified claims citing relevant Contractual clause, and, to the extent possible, an estimate of the monetary value of all other claims, along with supporting document(s) to the other party, and requesting for invoking the following dispute resolution mechanisms.

24.1.2. 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 disputes raised in the "Notice of Dispute" in formal meetings(s) between authorized representatives of the parties.

24.1.3 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 agree to not rely upon any views expressed, admissions or suggestions made, or willingness to enter into a settlement by either party as evidence in any forum / arbitration / court proceeding.

24.1.4 Parties agree 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 pendente-lite interest, idling costs of men and machinery, prolongation costs etc., on account of any dispute/ claim raised under the contract. Parties agree that claim for any such amount shall not be considered and shall be void.

24.1.5 In case the parties fail to amicably resolve the disputes between them within 60 days of receipt of "Notice of Dispute" sent under clause 25.1.1 above, the following provisions, as mentioned below, shall follow:

The Dispute shall be resolved without recourse to courts through dispute resolution mechanisms detailed subsequently, in the 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.

24.1.5.1 Senior-Level Negotiation

24.1.5.2 Mediation

24.1.5.3 Litigation

24.2 Excepted Matters

Matters for which specific provision has been made in any clause of the Contract, and where the decision of BSNL has been stated to be final and binding, shall be deemed as Excepted Matters and shall not be subject to **Senior-Level Negotiation**, 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 bodily 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 a Third-Party Claim.
2. Issues related to the pre-award tender process or conditions.
3. Issues related to ambiguity in contract terms shall not be taken up after a contract has been signed. All such issues should be highlighted before the signing of the contract by the contractor.
4. Any claim, difference or dispute relating to, connected with or arising
 - i. out of BSNL’s decision to initiate proceeding for suspension or banning, or decision to suspend or to ban business dealings 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 the Bidder/ Contractor;
 - iii. Any dispute pertaining to insolvency and bankruptcy, property laws.
5. Provisions incorporated in the contract, which are beyond the purview 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-borders with India in terms of the Government's policies in this regard

iii. Purchase preference policies regarding MSEs and Start-ups

24.3 Senior-Level Negotiation

After exhausting efforts to resolve the Dispute with the Purchaser/BSNL executing the contract on behalf of the Procuring Entity, the contractor shall give a 'Notice of **Senior-Level Negotiation**' specifying the matters which are in question, or subject of the dispute or differences indicating the relevant contractual clause, as also the amount of claim item-wise to **Superintending Engineer(Electrical)** (hereinafter called the "**Negotiating Authority**") for invoking resolution of the dispute through **Senior-Level Negotiation**. During such **Senior-Level Negotiation**, the **Negotiating Authority** shall give adequate opportunity to the contractor to present his case. Within 60 days after receiving the representation, the **Negotiating Authority** shall **record and communicate in writing the outcome of such negotiations on all matters referred to him. It is clarified that Senior-Level Negotiation is an internal bilateral settlement mechanism intended to facilitate resolution of disputes at an elevated management level and does not constitute a judicial or quasi-judicial adjudication.** The parties shall not initiate, during the **Senior-Level Negotiation** proceedings, any conciliation or arbitral or judicial proceedings in respect of a dispute that is the subject matter of the **Senior-Level Negotiation** proceedings. If not satisfied by the outcome in **Senior-Level Negotiation**, or if the **Negotiating Authority** fails to notify his decision within the abovementioned time-frame, the contractor/ purchaser may proceed to invoke the process of Mediation as follows.

24.4 Mediation of disputes

1. For cases with dispute amount more than 10 Crores, Mediation shall be conducted through the mediation scheme framed by the Department of Telecommunications, Government of India vide OM No. 1-1/4/2024-Law (I) dated 22.11.2024, comprising, where considered appropriate, a retired judge, a retired senior officer, and/or a technical expert ("Mediation Scheme").
2. For cases with dispute amount less than 10 Crores, 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 equally by the parties unless otherwise agreed.
4. If the parties reach an agreement on a dispute settlement, they shall draw up a written settlement agreement duly signed by the parties and Mediator. When the parties sign the settlement agreement, it shall be final

and binding on the parties. The dispute shall be treated as resolved on the date of such agreement.

It is clarified that mediation is a voluntary and confidential process in which the mediator acts solely as a facilitator and shall not have authority to impose any decision or determination on the parties.

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 terminated 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 sides, to the effect that the mediation proceedings are terminated, on the date of such declaration; or
 - (c) If the parties fail to reach an agreement on a settlement of the dispute, within stipulated time from the appointment of mediator.

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

24.5 Dispute Settlement in case of the disputes between two Central Public Sector Enterprises or with any government body, the following shall apply:

In case of any dispute between BSNL and another Central Public Sector Enterprise (CPSE), or between BSNL and a Government Department/Organization (excluding disputes involving Railways, Income Tax, or Customs & Excise), the dispute shall be referred for resolution through the Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) in accordance with DPE OM No. 05/0003/2019-FTS-10937 dated 14.25.2022. The decision of AMRCD shall be final and binding on both parties, and no arbitration or court proceedings shall be initiated until the said mechanism is exhausted.

24.6 Cases covered under the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006.

In disputes involving registered MSMEs, reference to the Micro and Small Enterprises Facilitation Council (MSEFC) is mandatory under Section 18 of the said Act. Such disputes are to be first taken up for conciliation and, in the event of failure thereof, arbitration is automatically triggered as per the statutory process.

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SCHEDULE OF WORK						
Name of Work:- SITC of 140 Nos. 1.5 TR, 5 star inverter Split Airconditioning units for various sites under BSNL Telecom Circle Patna. (Phase-3) (Rate Contract)						
Sl. No	DESCRIPTION OF ITEM	QTY		Basic unit Rate inclusive of GST & all levies & charges	Unit	Total Amount inclusive of GST & all levies & charges
1	2	3		4	5	6
1	Supplying of 1.5 TR wall mounted inverter type split AC unit 5 star as per BEE star rating having nominal cooling capacity of 4500 Kcal/hr (5230 Watts), minimum (ISEER) of 5.6 complete with temperature control thermostat, remote control unit, filters, rotary / swing/scroll/ type compressor, copper tubes for both indoor and outdoor unit and supplying the following up to the length of 3 mtrs (1) hot and cold refrigerant piping each and (2) suitable connecting electrical cable, adequate PVC drain pipe of suitable size including transportation of all of the above to the consignee address. The units shall have at least 15 months Supplier's warranty for supply or 12 month after ITC, Compressor with minimum 5 Year warranty and indoor and our door PCB warranty 5 years.	140	No.		Each	
2	Installation, Testing and Commissioning of 1.5 TR inverter type split AC unit along with the copper piping, wiring up to the standard length of 3 mtrs including gas charging, insulation and making opening in wall and making good the damages etc as required.	140	Nos.		Each	
3	Supplying and fixing extra copper pipe line both 1/4" for gas line and 5/8" for liquid line or suitable dia to match with the pipeline of the new unit along with suitable size rubber foam/insulation on surface of the wall i/c necessary flare nuts, suitably brazing with the existing pipe clamping, making holes in walls, same etc as per site requirement. (Note - The length of refrigerant pipes supplied with each AC units is 3 Mtr,	300	Mtr		Mtr	

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	extra length to be measured for installation in this item)					
4	Providing and fixing 20mm dia PVC pipe for drain water arrangement for the SAC units including bends, elbows complete as required.	450	Mtr		Mtr	
5	Supplying and fixing of powder coated heavy duty prefabricated iron stand for wall mounting outdoor unit of the above AC i/c providing necessary hardware etc complete as required.	140	Set		Set	
6	Supplying and laying 3 core 2.5 sqmm PVC insulated and PVC sheathed flexible copper cable along with refrigerant pipe or along with existing conduit / cable tray i/c binding with plastic tags for extending supply from existing industrial socket to indoor unit etc as required. (Make: ISI mark). (Note - The length of copper cable supplied with each AC units is 3 Mtr, extra length to be measured in installation for this item)	450	Mtr		Mtr	
7	Supplying and fixing of micro controller based programmable timer for cyclic operation of two AC units at set time interval in housed in MS sheet enclosure having LCD display operating voltage 230V+- 10% AC, Single phase, 50 Hz & current rating 25 A, automatically resume the same AC which was in operation before the power failure and can run on Auto/Manual mode i/c making connection with existing power cable as per their connection diagram as reqd. (Make- Carrier/ Camipro/ Proton/ Minilec or SS make)	75	Nos.		Each	
8	Removing of all window mounted / wall mounted Split (I/D & O/D) unverseseable AC with associated switchgears from the installed position at single location for making space of new installation and keeping the same at safe position in the same building with proper receipt of site incharge.	100	Job		Job	
9	Closing the opening of window mounted AC with 12mm thick plywood of suitable size of opening & making neat finishing, painting etc as red.	50	Job		Job	

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10	Supplying and fixing following way, single pole and neutral, sheet steel, MCB distribution board, 240 V, on surface/ recess, complete with tinned copper bus bar, neutral bus bar, earth bar, din bar, interconnections, powder painted including earthing etc. as required. (But without MCB/RCCB/Isolator)				
	(a) 4 Way Single door	30	No		Each
11	Wiring for light/ power plug with 2x4 sq. mm FRLS PVC insulated copper conductor single core cable in surface/ recessed medium class PVC conduit alongwith 1 No. 4 sq. mm FRLS PVC insulated copper conductor single core cable for loop earthing as required.	200	Mtr		Each
12	Supplying and fixing MCB / Isolator, 240/415 V, 10 kA, "C" curve, of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required.				
	(a) 20 A SP MCB	80	No		Each
	(b) 40 A DP Isolator	30	No		Each

TOTAL Rs.-

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25. IMPORTANT NOTE FOR BIDDERS:

- i.** The work shall be carried out as per latest IS/ CPWD Specifications. However, any specific technical requirement of BSNL is mentioned in this document, the same will prevail/supersede.
- ii.** The rates for all items of work shall include cost of all materials, labour, packing and forwarding charges and other inputs involved in the execution of the items as specified in the scope of work. All taxes / duties, cess, Welfare Fund etc. as applicable shall be included in the offer. No sales tax concessional forms will be issued by BSNL.
- iii.** For the purpose of this agreement, the term 'GST' shall include Central Goods and Service Tax Act, 2017 (CGST), State Goods and Service Tax Act, 2017 (SGST), Integrated Goods and Service Tax Act, 2017 (IGST), Union Territory Goods and Service Tax Act, 2017 (UTGST) and any other taxes levied under the GST related legislation in India, as may be applicable.
- iv.** All taxes except CGST, SGST, UTGST and IGST if any, required to be paid on the invoices as specified in clause above shall be borne by the supplier. GST will be paid by BSNL as per invoices.
- v** The firm has to obtain necessary clearance(s) wherever required.
- vi** The tenderer shall furnish the technical literature and catalogues of the equipment offered at the time of submission of tenders.

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26. LIST OF APPROVED MAKES- BSNL ELECTRICAL WING

Sl. No.	Item	Makes
1	Engine	Ashok Leyland /Cummins/ Cater pillar / KOEL/ Volvo Penta / Mahindra & Mahindra (up to 200 KVA) /Escorts (up to 30 KVA)/ Eicher (up to 35 KVA)
2	Alternator(Brushless)	Crompton Greaves (AL. series) / KEC / Leroy Somer / Stamford/Jyoti Ltd
3	Battery (Lead Acid / Mntc. Free)	Amara Raja / AMCO / Farukawa / Hitachi / Exide/ Prestolite / Standard
4	HV Switchgear (Vacuum Circuit Breaker/SF6)	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/ Patson/Rajasthan Transformer and Switchgear
6	Air Circuit Breaker	L&T/ Schneider Electric / Siemens
7	KMSCLB(Ics=Icu)	L&T/ Schneider Electric / Siemens
8	SDF units	L&T/ Schneider Electric / Siemens/ HPL/Havells
9	Power Contactors	L&T/ Schneider Electric / Siemens/ Lakshmi(LECS)
10	Change Over Switch	HPL / Havells / H-H Elcon
11	Intelligent APFC Relay	L&T/EPCOS(Siemens)/ Schneider Electric / Neptune Ducati/Syntron/ABB
12	Bus Bar Trunking/ Sandwiched Bus Duct	Moeller/L&T/Schneider Electric/ABB/Legrand/Zeta
13	Power Capacitors (MPP/APP)	L&T/EPCOS(Siemens)/ABB/Crompton/ Schneider Electric/Neptune Ducati
14	Digital/ KWHr meter	Schneider Electric/ AE/ Digitron / IMP/ Meco / Rishabh / Universal/HPL/L&T/ABB/Yokins
15	Cold shrink HT/LT Cable Joint	Denson / 3M(M-Seal)/ Raychem
16	Rubber Matting	ISI mark
17	MCB/ Isolator /ELCB/RCCB/ Distribution Board	Crompton / Havells / Indokopp / MDS Legrand/ L&T / Schneider Electric/ Siemens / Standard/ABB/HPL
18	MS/ PVC Conduit	ISI mark
19	Cable Tray	MEM/Bharti/Ratan/Slotco/Profab
20	HT/LT Cables	ISI mark
21	PVCinsulatedcopper conductor wire	ISI mark
22	Centrifugal Pump	Amrut / BE / Beacon / Batliboi / Crompton / Jyoti / Kirloskar / KSB / Mather &platt / WASP/Grundfos
23	Submersible Pump	Crompton/Amrut / BE / Calama / Kirloskar / KSB
24	Motors	ABB/ Bharat Bijlee / Crompton Greaves /

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

27. COMPUTERISED MEASUREMENT BOOKS (CMB'S) AND BILLS TO BE SUBMITTED BY THE CONTRACTOR

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

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in existing Measurement Books shall be used for the Computerized Measurement Books. The measurements shall be carried forward from the previous recorded measurements as per the existing procedure.

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

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

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

27.TAX INDEMNITY:

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