# **ADDITIONAL TERMS, CONDITIONS & SPECIFICATIONS (ATC)**

Name of Work:	SITC of 70 Nos. 5 star rated 1.5 TR inverter split type AC units for various Exchange/RSUs under BSNL Chennai Telephones	
Time allowed for Completion:	Two months	

IMPORTANT NOTE: <u>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.</u>

### Clause no 1 Eligibility Criteria: -

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

#### (a) Financial Norms:

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

**AND** 

#### (b) Physical Norms:

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

OR

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

OR

3) 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% of the estimated cost put to tender

OR

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

OR

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

#### <u>Important Note 1:</u>

- 1) Similar work stands for "Supplying, installation, testing, commissioning of Split Air-conditioners of capacity not less than 1.5 TR"
- 2) 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 in the format as per clause 5 of this document.

- 1.2 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:
  - a) Certificate(s) showing fulfillment of the eligibility criteria(s) stated in **Clause no 1** of ATC (both financial and Physical norms)
  - b) EMD in prescribed form as per Clause no 4 of ATC.
  - c) Self-Certification under Preference to "MAKE IN INDIA" Policy (To be typed on Firm's letter head as per **Clause No.5** of ATC.)
  - d) Near-Relationship Certificate duly filled and signed as per Clause No. 6 of ATC
  - e) Self-Certification to "BORDER COUNTRIES" Policy (To be typed on Firm's letter head as per Clause No.7 of ATC)
  - f) Vendor information form as per Clause No. 8 of ATC
  - g) Self Declaration about GST % considered by the Seller for this BID since price quoting in GeM is inclusive of Tax.
  - h) Self-declaration by the firm for not blacklisted by GST authorities and Mentioning of multiple GST numbers, if available
  - i) Undertaking to abide by BSNL EW 8 as given in Clause no 10 of ATC
  - j) Compliance statement as given in Clause No 11 of ATC
  - k) Attested copy of EPF and ESI Registration along with undertaking as per Clause no 12 of ATC
  - I) Manufacturer's authorisation letter [if applicable]
  - m) Technical specifications as per Clause no 13 (Format as per Annexure IV)
- 1.3 The bidders shall submit and upload necessary documentary proof showing that they meet the eligibility criteria and during tender process, BSNL's tender inviting authority may require the bidder to produce original copy of any document submitted as scanned copy, which the bidder will have to comply with along with bid.
- 1.4 Bidder's offer is <u>liable to be rejected</u> if they fail to upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any, on or before the time given for responding to the clarifications sought by the buyer.

#### Important Note2:

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

#### Clause No 2 : Payment terms:

- a) 90% of prorata of the approved price breakup of contract value on receipt of equipment at site and after satisfactory physical inspection.
- b) 10% of prorata of the approved price breakup of contract value after successful installation and commissioning of the equipment.

#### Note:

- (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.

#### Clause No 3 a) Consignees:

Delivery: Various BSNL locations under BSNL Chennai Telephones area .Tentative consignee list is attached as per Annexure I, but BSNL reserves the right to change the delivery location and/or quantity based on the need and requirement, and the supplier shall comply without any extra cost.

SI. No	Name of site	Site Address	Qty	PIN Code	Site in charge/ Consignee
	As per Annexure I				

#### Clause 3 b) Engineer In Charge

Respective Executive Engineers (E) under whom the work is to be executed will be the Engineer In Charge. Engineer In Charge's decision is final and binding.

## Clause no 4 : Earnest Money Deposit

The bidders shall submit EMD as below:

- (a) An amount of <a href="INR shown in the GeM Bid document">INR shown in the GeM Bid document</a> as EMD in favour of "BSNL Chennai Telephones" payable at Chennai required to be submitted by bidders in the form of CDR / FDR / BG (Bank Guarantee of a scheduled Bank or Nationalized Bank / State Bank guaranteed by Reserve Bank of India on GeM portal, in the prescribed format as per Annexure II)
- (b) Scanned copy of the same shall be uploaded by Seller in the online bid and Originals of bank instruments such as CDR / FDR / BG towards EMD / Bid Security (if not submitted through epayment mode), shall be submitted by bidder on any date before or within 5 days of bid submission end date failing which the bid shall be rejected.
- (c) The validity of the EMD in the form of DD shall be 60 days from the date of opening. If the EMD is in the form of CDR / FDR / BG, the validity shall be 120 days from the date of opening
- (d) Categories of Sellers to be exempted from furnishing EMD shall be as per the GeM General terms and conditions (GTC) of the bid.
- (e) EMD submitted by the bidder shall be forfeited, if the bidder:
  - Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid; or
  - ii. If it comes to notice that the information / documents furnished in its bid is false, misleading or forged; or
  - iii. Fails to furnish requisite performance security / PBG within stipulated time required as per e-bid / RA conditions.

- (f) Not withstanding above, GeM SPV / GeM Admin also reserve the right to debar such seller from GeM portal. Such debarment shall be for minimum 3 months initially on first such offence and on repeat offense, the debarment period can be increased suitably by GeM SPV / GeM Admin. By submitting a bid on Gem, the Bidder explicitly undertakes to abide by the above clause.
- (g) Earnest money of unsuccessful bidders shall be returned within 15 days after the award of contract or expiry of bid validity whichever is earlier. Earnest money of the successful bidder shall be returned within 15 days after receipt of Performance Security / e-PBG.

# (h) Account details of AO CASH for online payment

Beneficiary Account Name	BSNL CHENNAI TELEPHONES
ADDRESS	O/o CHIEF GENERAL MANAGER CHENNAI TELEPHONES, No 78, Purasawalkam High Road, Chennai
PAN	AABCB5576G
Type of Account	CURRENT ACCOUNT (COLLECTION)
Beneficiary Account Number	067521010000011
Beneficiary Bank IFSC code	UBIN0906751
Beneficiary Bank Name	UNION BANK OF INDIA
9 –DIGIT MICR	600026140
Beneficiary Bank Branch Name	Union Bank of India, Anna Salai Branch, Chennai
Beneficiary Bank Address 1	No 102, Anna Salai Branch, LIC Building Ground Floor, Chennai - 2

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

#### Clause No 5:

Self-Certification under Preference to "**MAKE IN INDIA**" Policy (To be typed on Firm's letterhead) .Format for Self-Certification under Preference to "**MAKE IN INDIA**" Policy

#### **CERTIFICATE**

In line with the 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, we hereby certify that we					
M/s (supplier name)					
are Class I local supplier meeting the requirement of minimum Local content 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

## Clause No. 6 : CERTIFICATE TOWARDS NEAR-RELATIONSHIP

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

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#### **NEAR-RELATIONSHIP CERTIFICATE**

#### (To be typed on Firm's letter head)

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

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

Signature of the tenderer

With date and seal

# Clause No 7 :BORDER COUNTRIES FORM:

# **CERTIFICATE OF UNDERTAKING BY BIDDERS**

# Certificate to be submitted by Bidders

Signature

**Designation in Company** 

Seal / Stamp of Company

# Clause No 8.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 specify)	(Please				
Contact Person					
Designation					
Telephone Number					
Fax No.					
Email-ID					
BANK DETAILS	<u>'</u>				
Name of Bank					
Name of Branch					
Swift Code					
Account Number					
Account Name					
Provide the following information for all G			egistrations	3:	
Total no. of GST Registration (pan India)					
For each of the	e registration	n, kiı	ndly provide	the follo	owing information
R	EGISTRATIO				
Date of registration	GSTIN/UIN	Nun	nber		
Registered address					
PIN Code		S	tate name		State code
Composition scheme availed		ı			
Declaration by :	Name :				
	Designation	า:			
	Date :				
Note: In case you have multiple registration, please insert the details in additional page.					

#### Clause No 9 .PERFORMANCE SECURITY FOR SUPPLY & ITC:

- (i) Performance Guarantee: The bidder (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc.) is required to furnish Performance guarantee for an amount equal to 5% of the contract value in the form of Bank Guarantee / CDR / FDR / DD (of a Nationalized/ Scheduled Bank in a standard format) within two weeks from the date of issue of acceptance letter. The validity period of the performance security in the form of performance bank guarantee / CDR / FDR shall be: One year from the date of actual completion of work. The award letter (PO) shall be issued only after receipt of the performance guarantee. In case the bidder fails to deposit the said performance guarantee within the stipulated period, including the extended period if any, BSNL will be at liberty to disqualify the bidder from bidding for any contract with BSNL for a period of one year from the date of disqualification as may be notified by BSNL (without Prejudice to BSNL's rights to claim damages or any other legal recourse).
- (ii) Security Deposit: In addition to Performance guarantee stated above, a sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum be deducted with the sum already deposited as earnest money, will amount to security deposit of 5% of the contract value of the work. The security deposit shall be released after an observation period of One year from the date of actual completion of work.
- (iii) The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- (iv) The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the proforma provided in **Annexure III**
- (v) The performance security Bond and security deposit will be discharged by the Purchaser after completion of the supplier's performance obligations including any <u>warranty obligations</u> under the contract.

#### Clause No 10. Undertaking to abide by EW 6 & EW 8

"1				.Son /	Daught	ter of				
			Reside	ent of						
		hereby	give an unde	rtaking t	that I ha	ve read	the compl	ete bid o	documen	t and I
am aware	e of all the	e clauses a	and sub clause	es of BS	NL EW	6 & 8 for	ms and I	confirm	that I will	abide
by all the t	terms and	l condition	s available in l	BSNL E	W 6 & 8	forms.				
(Seal of the	ne firm)			(Signat	ture of E	Bidder)				
The E	BSNL	EW-8	document	can	be	seen	from	the	web	site
www.tamil	lnadu.bsn	I.co.in/BSI	NL EW 8 12	072018.	pdf at f	ree of co	st.			

# Clause No 11 COMPLIANCE STATEMENT

Ref: GeM bid no:	
in full manner with all the General Terms and Additional terms and conditions of the Tender	
For and on behalf of (Name of Firm)	
(Seal of the contractor /Company /Firm)	(Signature of contractor/Authorized Signatory)
(Postal address)	Dated
Clause No 12 Undertaking regarding EPF p	<u>rovisions</u>
	on / daughter of
I/ We have registered as per the EPF ar registration no.** is We undertake	nd Miscellaneous provisions Act, 1952 and our to keep it valid during the currency of contract.
	e information given by me is false / incorrect, BSNL as deemed fit/without any prior intimation to me".
**Attach a self-attested photo copy of the above	e said EPF registration certificate.
(Seal of the firm)	(Signature of Bidder)

## **Undertaking regarding ESI provisions**

"	Son of	
	Resident of	
	here by give an undertaking that	
	We have registered as per the ESI and Miscellaneous provision no. ** is We undertake to keep it valid during the cu	
	case at any stage, it is found that the information given by me is the absolute right to take any action as deemed fit/without any price	
**Attach	a self-attested photo copy of the above said ESI registration certific	ate.
	(Seal of the firm)	(Signature of Bidder)

# Clause No 13:TECHNICAL SPECIFICATIONS (AS per GeM Bid)

The tenderer shall furnish the technical literature and catalogues of the equipment offered at the time of submission of tenders as per **Annexure-I** 

## Clause No 14:Scope of work:

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

## Clause No 15:Warranty:

- (i) UNIT warranty i/c PCB minimum 12 months
- (ii) Compressor warranty minimum 10 years
- **Note -**. The Seller shall submit relevant documents for availing warranty as above along with complete address and contact telephone number to the consignee.

#### Clause No. 16:SCHEDULE

SI No	Item	Qty	Rate i/c GST	Unit	Amount
1	Supplying Installation Testips (Machine of 1.5)				
	TR High wall inverter type AC unit, 5 star as per				
	BEE star rating imum (ISEER) of 5.0 with				
	temperature con mistor, remote control unit,				
	filters, rotary type compressor, copper tubes for				
	both indog tdoor unit and supplying the following				
	up to the figure of 3 mtrs (1) hot and cold refrigerant				
	pipit and (2) suitable connecting electrical cable				
	betw indoor and out door unit 3) adequate PVC drain				
	pipe of suitable size i/c transportation, loading, unloading,				
	providing and fixing heavy duty readymade powder				
	coated frame for installing outdoor unit, topping up of				
	refrigerant gas if necessary etc as required. The unit				
	shall have at least 12 months manufacturer's / Supplier's				
	warranty including PCB and compressor with 10 years				
	of warranty.	70		Nos	

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

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

## Clause No. 17:IMPORTANT NOTE FOR BIDDERS:

- a) 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.
- b) The rates for all items of work shall include cost of all materials, labour, packing and forwarding charges and other inputs involved in the execution of the items as specified in the scope of work. All taxes / duties, Cess, Welfare Fund etc. as applicable shall be included in the offer. No sales tax concessional forms will be issued by BSNL/ DoT/ Client.
- c) 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.
- i d) 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.
  - e) The firm has to obtain necessary clearance(s) wherever required.
  - f) The tenderer shall furnish the technical literature and catalogues of the equipment offered at the time of submission of tenders.

# Clause No: 18

# LIST OF APPROVED MAKES- BSNL ELECTRICAL WING

SI.	Item	Makes
1	Engine	Ashok Leyland /Cummins/ Cater pillar / KOEL/ Volvo Penta / Mahindra & Mahindra (up to 200 KVA) /Escorts (up to 30 KVA)/ Eicher (up to 35 KVA)
2	Alternator(Brushless)	Crompton Greaves (AL. series) / KEC / Leroy Somer / Stamford/Jyoti Ltd
3	Battery (Lead Acid / Mntc. Free)	Amara Raja / AMCO / Farukawa / Hitachi / Exide/ Prestolite / Standard
4	HV Switchgear (Vacuum Circuit Breaker/SF6 )	BieccoLawrie / Crompton / Kirloskar / MEI / Jyoti Ltd
5	Transformer (Oil filled / Dry type) a) Above 400 KVA b) Up to 400 KVA	ABB / Schneider Electric /Andrew Yule / Bharat Bijlee / Crompton / EMCO / Kirloskar / Siemens  In addition to above makes, Uttam/ Patson/Rajasthan Transformer and Switchgear
6	Air Circuit Breaker	L&T/ Schneider Electric / Siemens
7	KMSCLB(lcs=lcu)	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 PVC insulated copper	ISI mark ISI mark
21	PVC insulated copper conductor wire	IOI IIIaik
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 / Pilkingston / 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 /
- 10		Nitton / System Sensor / Wormald
40	Photo Electric Smoke Detector	Appollo / Cerebrus / Edward / Fenwal/ Hochiki /
44	F' David (M)	Nitton / Wormald /System Sensor
41	Fire Panel (Microprocessor	Agni Instruments / Agni Devices/ Aruna Agencies/
	based)	Carmel Sensor / Ravel Elect./Honeywell
40	Control loss Deal C. Uses	Essar/Notifier/Navin Systems
42	Sprinkler/ Hose Reel & Hose	ISI mark
42	Pipe Fytinguisher	ICI mork
43	Fire Extinguisher	ISI mark
44	High Precision AC	Sidwal / Stulz / Schneider

# Clause No. 19: COMPUTERISED MEASUREMENT BOOKS (CMB'S) AND BILLS TO BE SUBMITTED BY THE CONTRACTOR

- 1. Application and format of the computerized MB:A bound volume of computerized measurements to be furnished by the contractor, duly machine numbered for the pages, and with an MB number given by the Division Office. The pages of these Measurement Books shall be of A-4 size. All these Measurement Books belonging to a Division shall be serially numbered, and a record of these Computerised Measurement Books shall be maintained in a separate Register in Form CPWA 92. The same format as in existing Measurement Books shall be used for the Computerised Measurement Books. The measurements shall be carried forward from the previous recorded measurements as per the existing procedure.
- 2. Mode of Measurements: The measurements shall be recorded and entered in computerized format in the first instance by the contractor, and a hard copy shall be submitted to the Department. These measurements shall then be 100% checked by JTO (E). If JTO (E) is not available, SDE (E) shall perform 100% check of the measurements. The contractor shall incorporate all such changes or corrections, as

may be done during these checks, to his draft computerised measurements, and submit to the department the corrected computerized measurements in the form of a book, duly hard bound in red colour on the lines of the conventional Measurement Books now in use, and with its pages machine numbered. The SDE (E) and the Executive Engineer (E) shall test check these computerised measurements as per the existing instructions. This book shall be treated as a Computerised Measurement Book. JTO (E), SDE (E) and EE (E) shall record the necessary certificates for their checks and test checks as per the existing procedure in this Computerised Measurement Book. The Computerised Measurement Book shall be allotted a serial number as per the Register of Computerised Measurement Books.

- 3. Cutting or over-writing in the computerised MB not allowed: The Computerized Measurement Book given by the contractor, duly bound, with its pages machine numbered, shall have no cutting or over- writing. It is the responsibility of JTO (E) or SDE (E) as the case may be to ensure that the checks and test checks done by them in the initial draft measurements are correctly incorporated in the Computerized Measurement Book before they record their certificates. In case of any error, the Computerised Measurement Book shall be cancelled, and the contractor shall resubmit a fresh Computerized Measurement Book. This should be done before the corresponding computerised bill is submitted to the Division for payment. The contractor shall submit as many copies of Computerised Measurement Books as may be required, and as are specified in the NIT/contract, for the purpose of reference and record in the various offices of the department.
- 4. Computerised Bill to be submitted by the contractor: The contractor shall submit his running and final bills in a computerised form in the same format as the existing conventional bills, with all the pages machine numbered, and hard bound, and with all the entries made as per the existing procedure. The contractor shall submit as many copies of the computerized bills as may be required for the purpose of reference and record in the various offices of the department. The bill shall be carried forward from the previous running account bill and these computerised bills shall be processed by the various offices for payment.

#### Clause no. 20: TAX INDEMNITY:

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

#### Clause no. 21: FACTORY INSPECTION:

BSNL may if needed inspect the factory manufacturing the split AC units and on receiving such inspection request the manufacturer / supplier will facilitate factory inspection without any extra cost.

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# <u>ANNEXURE - I</u> <u>DELIVERY LOCATION AND CONSIGNEE DETAILS</u>

SI. no	Name of site	No. of units	Site address with pin code and incharge contact no.	Consignee Name (SDE(E) Name and ESD Name)	
1	Transmission Room TE Haddows Road	23	No.20, 5th Floor,IP TAX Room,BSNL Telephone Exchange, Haddow's Road, Nungabakkam 600006 Sri. Selvakumar,DE 9444979169	Mallikarjun V H	
2	2 GSM MSC Anna Road 3		4th Floor Anna Road BSNL Telephone Exchange Bldg, 10 Dams Road, Chennai 600002 Sri. Prakash Sundar DE (GSM) 9444411225.	9449858488	
3	Transmission Room TE Mambalam	1 15 INO 808 Anna salai Nandanam Chennai 600035		_	
4	NGN Room, TE R K Nagar	7	Ground Floor, BSNL Telephone Exchange, 238, R K Mutt Road, Ramakrishna Nagar, Mandaveli, Chennai-600028 Smt. Kanagapriya, 9444925852	V.K.INDIRA ESD CANI 9444916794	
5	TE Anupuram	5	BSNL Telephone Exchange, No.12,Bhairavi Street, DAE Township, Anupuram, Chengalpet District-603127 Sri.Rajkumar,SDE,9445781666		
6	TE Kalpakkam	5	BSNL Telephone Exchange, No.3,1 <sup>st</sup> Street, DAE Township, Kalpakkam, Chengalpet District-603102 Sri.Rajkumar,SDE,9445781666	M.Sakthivel, ESD VII 9444961439	
7	TE Hasthinapuram	2	BSNL Telephone Exchange No.83/84,Srinivasa Nagar, Chitlapakkam Chennai-600064 Smt.Kavitha SDE,9445015095		
8	TE Zamin Pallavaram 2		BSNL Telephone Exchange No.55,Darga Road, Zamin Pallavaram Chennai-600043 Smt.Kavitha SDE,9445015095		
9	TE MEPZ	1	BSNL Telephone Exchange MEPZ Campus,Chennai-600047 Smt.Kavitha SDE,9445015095		
10	Power Plant Room, TE Flower Bazzar	6	BSNL Telephone Exchange,NSE Bose Road, Flower Bazar,Chennai-600001	K.Balamurugan ESD-VI 9444979498	
11	DGM Room,Transmission, TE Flower Bazzar	1	Sri. K.Balamurugan,SDE(E), 9444979498		
	Total AC Units	70 Nos.			

# **Annexure II**

# MODEL FORM OF BANK GUARANTEE FOR EMD

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

Whereas	(hereinafter	called "the	e bidder(s)") has su	ubmitted			
its Tender dated for the work			(				
			KNOW	ALL			
MEN by these presents that WE				OF			
having our (hereinafter called "the Bank") are bound	•		(hereinafte				
"the BSNL") in the sum of							
said BSNL, the Bank binds itself, its success							
Said Berve, the Barm Sinde Reen, he success	oro arra accigno	by thood p	noonto.				
THE CONDITIONS of the obligation are:							
1. If the Bidder(s) withdraws its Tender du	. If the Bidder(s) withdraws its Tender during the period of Tender validity specified on the						
Tender Form: or							
2. If the Bidder(s) having been notified of the acceptance of its Tender by the BSNL during the							
period of Tender validity.							
(a) Fails or refuses to execute the Contract.			be souditions of T				
(b) Fails or refuses to furnish security Dep document.	posit in accorda	ince with t	ne conditions of 1	enaer			
document.							
We undertake to pay to the BSNL up to the	above amount	upon rece	pt of its first written	demand,			
without the BSNL having to substantiate its of	demand, provide	ed that in its	demand, the BSN	L will note			
that the amount claimed by it is due to it	•	occurrence	e of one or both o	of the two			
conditions, specifying the occurred condition	or conditions.						
This guarantee will remain in force as speci	fied in the Tond	lor Docum	ant up to and includ	ling Thirty			
(30) days after the period of the Tender valid							
Bank not later than the specified date/dates.	•	idila ili 100	peot thereor orload	readir the			
- a							
			Signature of th	ne Bank			
Signature of the Witness							
Name of Witness							
Address of Witness:							

# **ANNEXURE III**

# PERFORMANCE SECURITY GUARANTEE BOND

	In consideration of the CMD, BSNL (hereinafter called 'BSNL') having agreed to exempt (hereinafter called 'the said bidder(s)') from the demand under the terms and
	conditions of an agreement/Advance Purchase Order No dated
	made between and for the supply of (hereinafter called "the said agreement"), of security deposit for the due fulfillment by the said bidder (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for we, (name of the bank)
	(hereinafter refer to as "the bank") at the request of (bidder(s)) do hereby undertake to pay to the BSNL an
	amount not exceeding against any loss or damage caused to or suffered or would be caused to or suffered by BSNL by reason of any breach by the said Bidder(s) of any of the terms or conditions contained in the said Agreement.
2	We (name of the bank) do hereby undertake to pay the amounts due
۷.	and payable under this guarantee without any demur, merely on a demand from the BSNL by reason of breach by the said bidder(s)' of any of the terms or conditions contained in the said Agreement or by reason of the bidders(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of BSNL in these counts shall be final and binding
	on the bank. However, our liability under this guarantee shall be restricted to an amount not
2	exceeding
ა.	We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s)/supplier(s) in any suit or proceeding pending before any court or
	tribunal relating thereto our liability under this present being absolute and unequivocal. The
	payment so made by us under this bond shall be valid discharge of our liability for payment there
	under and the bidder(s)/supplier(s) shall have no claim against us for making such payment.
4.	We(name of the bank) further agree that the guarantee herein
	contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till (office/BSNL) BSNL certifies that the terms and
	conditions of the said Agreement have been fully or properly carried out by the said bidder(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of (as specified in P.O) from the date hereof,
_	we shall be discharged from all liabilities under this guarantee thereafter.
5.	we (name of the bank) further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from
	time to time any of the powers exercisable by the BSNL against the said Bidder(s) and to forbear
	or enforce any of the terms and conditions relating to the said agreement and we shall not be
	relieved from our liability by reason of any such variation, or extension being granted to the said
	Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said Bidder(s) or by any such matter or thing whatsoever which under the law
	relating to sureties would, but for this provision, have effect of so relieving us.
6	This guarantee will not be discharged due to the change in the constitution of the Bank or the
Ο.	Bidder(s)/supplier(s).
7.	We (name of the bank) lastly undertake not to revoke this guarantee
	during its currency except with the previous consent of the BSNL in writing.
Da	ated the day of
	for (indicate the name of bank)
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# **Annexure-IV**

# Technical specification for 1.5 TR inverter type split AC units ( To be down loaded, filled up, scanned and up loaded)

1	Name of the Manufacturer	
1.1	Model No.	
1.2	Nominal cooling capacity	Kcal/hr(KW)
	Nominal cooling capacity	TR
1.3	Type of Compressor	
1.4	ISEER Rating	
1.5	Star rating as per BEE	
1.6	Type of Refrigerant	
2.0	Overall Dimensions of Room Unit(Wall Mounted)	LxWxH(mm)
2.1	Overall Dimensions of Outdoor Unit	LxWxH(mm)
3.0	Name of the Compressor Manufacturer	
3.1	Model of Compressor	
3.2	Capacity of Compressor at Rated Test Conditions as per 1S:10617(P-1):1983 ( Reaffirmed 2001) incorporating amend no 1 to 3	Kcal/hr
3.3	Guarantee period of compressor	years
4	Filter	
4.1	Material of Filter	
4.2	Whether slip on type filter provided.	Yes / No
5	Drip Tray	Yes / No
6	Are manufacturer's instructions and operation service, installation manual are provided	Yes/ No