

Name of work: Attending fault and AMC of 1 no. 13 Passenger lift in TE Harbour



**Bharat Sanchar Nigam Limited
(Electrical Wing)**

O/o The Executive Engineer (E)

BSNL Electrical Division-I

No.22, Kellys Road,

Chennai - 600010.

Office: 044-26470405, 26448081

E-mail: ee1chennai@gmail.com

E-TENDER DOCUMENT

NAME OF WORK:

Attending fault and AMC of 1 no. 13 Passenger lift in TE Harbour

NIT No: 02/ EEE/ED-I/CH/2024-25

This tender document contains **51 (Fifty One)** pages only.

For E Tender Helpdesk Pls Contact: [https:// etenders.gov.in](https://etenders.gov.in).

Ph: 0120-4200462/4001002/4001005/6277787

Mail Id: support-eproc@nic.in

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NOTICE INVITING e-TENDER (EW 6)



**Bharat Sanchar Nigam Limited
(A Govt. of India Enterprise)**

The Executive Engineer(E), BSNL Electrical Division-I, 2nd Floor Kellys TE building, Chennai invites on behalf of the Chairman, BSNL Online item rate e-Tender for the following work from Firms/ contractors satisfying the following conditions:

1	NIT No.	02/ EEE/ED-I/CH/2024-25
2	Name of Work& Location	Attending fault and AMC of 1 no. 13 Passenger lift in TE Harbour
3	Estimated Cost put to tender	Rs.13,08,580/- (i/c GST)
4	Earnest Money	Rs.26,172/-
5	Cost of Bid Document	Rs.590/-
6	e-Tender Processing Fee	As stipulated in the e-tender portal www.etenders.gov.in
7	Period of completion	Part-A:- 2 Months Part-B:- 36 Months
8	Last date & Time of on line submission of Eligibility documents & Bid documents	Up to 15.00 Hrs. on. 02/05/2024
9	Last date & Time for submission of EMD, and cost of bid document, EMD, processing fee and eligibility documents as per NIT in sealed envelope in Division office. (OFF LINE)	Up to 15.00 Hrs. on. 03/05/2024.
10	Time & Date of Opening of the Bid- ON LINE ONLY	At 16.00 Hrs On. 03/05/2024.

- In case of holiday being declared on the date of opening of tender, the tender will be opened on the next working day.

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ELIGIBILITY CONDITIONS:

A. The Contractors satisfying the following conditions:

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

1.1. The manufacturer/ Authorised dealer/ OEM of any M/s Supriya Elevators. The letter of authorization from manufacturer in original/ photocopy attested by BSNL Executive shall be submitted.

OR

1.2. Experience of having successfully completed similar works in BSNL during last 7 years ending last day of month previous to the one in which applications are invited, should be either of the following.

a) Three similar successfully completed works costing not less than the amount equal to 40% of the estimated cost put to tender.

OR

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

OR

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

OR

1.3. BSNL Enlisted contractors in Electrical Category of respective class as per their tendering limits.

NOTE:

- ~~The estimated cost of one year shall be considered to evaluate the eligibility criteria.~~
- Similar works stands for “**Attending fault/Modernization/Repairs of Passenger Lifts**”

B. IMPORTANT NOTES:

- Self-Attested Documentary proof, satisfying the eligibility conditions detailed above shall be submitted.
 - The tenderer should submit self-attested copies of valid GST registration Certificate, A certificate for turnover, PAN card, EPF Registration certificate and ESI Registration certificate.
 - The bidder shall furnish the Tender Fee/bid EMD in one of the following ways:-
Tender Fee & EMD, if applicable, is required to be submitted by the bidder preferably through online payment mode as per the Bank/Beneficiary Details provided in the DNIT/Tender Enquiry document. ~~In case of MSE (Micro & Small Enterprise) bidder, valid MSE Certificate /Udyam Registration certificate, broadly covering the tendered equipment/ services, for claiming exemption of Tender Fee / EMD shall be required to be submitted.~~
- a) Tender Fee (**Rs. 590/-** Inclusive of GST) & EMD (**Rs. 26,172/-**), if applicable, is required to be submitted by the bidder **preferably** through online payment mode as per the Bank/Beneficiary Details provided in the DNIT/Tender Enquiry document. ~~In case of MSE (Micro & Small Enterprise) bidder, valid MSE Certificate /Udyam Registration certificate, broadly covering the tendered equipment/ services, for claiming exemption of Tender Fee / EMD shall be required to be submitted.~~

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

- b) DD/ Banker's cheque /Bank Guarantee of a Scheduled Bank or Nationalized Bank/ State Bank guaranteed by Reserve Bank of India drawn in favour of **"BSNL Chennai Telephones"** and payable at Chennai. BG should be valid for 120 days (i.e. one month above the offer validity period subject to maximum of 210 days) from the tender opening date.
- c) ~~Valid MSE Certificate /Udyam Registration certificate(for Micro & Small Enterprise claiming exemptions from Tender Fee/ EMD).~~
4. The EMD of all the unsuccessful tenderers shall be released on issue of award letter to the successful tenderer. This shall be done within one week of award letter.
5. Exemption from payment of security deposit by any other unit/ department shall not hold good for BSNL.
6. The Bid documents consisting of the detailed plans, complete specifications, the schedule of quantities of the various classes of works to be done and the set of conditions of contract to be complied with and other necessary documents , can be seen and downloaded from website www.chennai.bsnl.co.in and www.etenders.gov.in. However for quoting the e-Tender visit www.etenders.gov.in
7. The bidding process will be accepted only through e-Tendering platform. As tenders are invited through e-Tendering process, physical copy of the tender document would **not be available for sale**. Contractor can upload documents in the form of JPG format, PDF format and any other format as permissible by the e- tendering portal.
8. General conditions of contract for works in BHARAT SANCHAR NIGAM LIMITED (BSNL EW-8) are available on BSNL website <http://www.Chennai.bsnl.co.in> as well as in the Division Office.
9. For e-Tendering, BSNL has engaged e-portal maintained by NIC, New Delhi. The agency intending to participate in tendering process shall have to register with

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www.etenders.gov.in, for details kindly visit website www.etenders.gov.in. The intending bidders must have Class-III digital signature to submit the bid.

10. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheet.
11. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in yellow colour and moment rate is entered, it turns green. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" {Zero}.
12. 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.
13. The Bid can only be submitted after uploading the following scanned documents (all documents shall be self-attested) : –
 - a) Documentary proof of satisfying eligibility conditions as above.
 - b) Copy of PAN card, valid GST registration, CA certificate for turnover, EPF Registration certificate, ESI registration Certificate
 - c) Demand draft of cost of tender documents.
 - d) EMD in prescribed form.
14. Originals of bank instruments such as DD or EMBG towards Tender Fee, EMD/ Bid Security respectively (if not submitted through e-payment mode), shall be submitted by bidder to O/o **Executive Engineer (E), BSNL Electrical Division-I, 2nd Floor, TE Building, Kellys, Chennai-600010 on any date before or within 5 days of bid submission end date** failing which the tender bid (if already opened on basis of scanned copies uploaded in 1st electronic Envelope i.e. Technical Envelope, shall be rejected.
15. After submission of the bid online the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
16. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
17. 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 per check list.
18. Performance Guarantee (PG): -The Firm shall have to furnish Performance guarantee @ 5% of the contract value of the individual contract within two weeks of the date of

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issue of award letter in the form of Bank guarantee on a Nationalized/Scheduled bank in standard format (Annexure-II) / CDR/ FDR/ DD. This period can be further extended by the Engineer-in-Charge up to a maximum period of two weeks on written request of contractor.

This performance guarantee shall be submitted to the Electrical Division in the name of concerned Accounts officer of the SSA where work is to be executed and shall be valid for 12 months from the date of actual completion of individual work.

19. Security deposit: -A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum will amount to security deposit of 10% (i/c 5% PBG) of actual work done. This Security Deposit shall be released after an observation period of 12 months after the date of completion of work.
20. The acceptance of tender will rest with the SE (E) BSNL EC-II, Chennai who does not bind himself to accept the lowest tender or any other tender & reserves to himself the Authority to reject lowest or all the tenders received without assigning any reason. All tenders in which 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.
21. Canvassing in connection with tender is strictly prohibited & the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
22. The BSNL reserves itself the right of accepting the whole or any part of the tender & the tenderer shall be bound to perform the same at the rates quoted.
23. The tenderer should give a certificate that none of his/her relative is employed in BSNL units. In case of proprietorship firm, certificate will be given by the proprietor & for partnership firm certificate will be given by all the Directors of the company.
24. Near relatives of all BSNL employees either directly recruited or on deputation are prohibited from participation in tenders and execution of works in the different units of BSNL. 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' wife (daughter-in-law), Daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & sister's husband (brother -in-law).
25. The company or firm or any other person is not permitted to tender for works in BSNL Unit in which his near relative (s) is (are) posted. The unit is defined as SSA/ Circle/ Chief Engineer/ Chief Archt./ Corporate office for non-executive employees and all SSA in a circle including circle office/Chief Eng./ Chief Archt./ Corporate office for executive employees (including those called as Gazetted officers at present). The tenderer should give a certificate that none of his/her such near relative is working in the units as defined above where he is going to apply for tender/ work, for proprietorship, partnership firms & limited company certificate shall be given by the authorized signatory of the firm. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and performance guarantee will be forfeited at any stage whenever it is so noticed. BSNL will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

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26. 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.
27. 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.
28. It will be obligatory on the part of the tenderer to sign each page of the Schedule of work and the tender documents for all the component parts and after the work is awarded he will have to enter into a separate agreement with the officer concerned.
29. Any tender not submitted in proper manner or not as per the directions of ONLINE submission, BSNL will be at liberty to take such action as it may deem fit without any reference to the tenderer.
30. 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 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.
31. 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 by a reasonable period. 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.
32. The contractor should read the tender documents carefully before submitting the tender. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
33. Conditional tenders or tender with conditional rebates shall be summarily rejected.
34. Agreement shall be drawn with the successful Tenderer on prescribed Form No. BSNL EW-6/8, which is available on BSNL website <http://www.Chennai.bsnl.co.in>. Tenderer shall quote his rates as per various terms and conditions of the said form.
35. In case the eligibility credentials are found to be fake or falsified at any stage i.e. before award of work or during execution of the work or after completion of the work, the contractor will be debarred from tendering in BSNL for three years including any other action under the contract or existing law.
36. 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

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within 15 days from the stipulated date of start of the work, formally sign the contract consisting of:

- a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender and as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto
- b) Standard EW-8 form.

37. EPF PROVISIONS: The agency has to comply with the provision of EPF and miscellaneous provisions Act - 1952 and employees Provident Fund scheme-1952 as amended up to date in respect of labours /employees engaged by them for this work. Any consequences arising due to non-complying of provisions as specified above shall be of the sole responsibility of the firm only. The agency shall give an undertaking to this effect as per the prescribed proforma (Annexure IV).

38. The site for the work shall be made available in parts.

39. If any terms and conditions mentioned in this NIT document are in contravention to BSNL EW6/EW 8 General Conditions of Contract, the terms and conditions mentioned in this document shall prevail.

Executive Engineer (E)
For and on behalf of BSNL

- 1) The Sr.Chief Engineer (E), BSNL Electrical Zone, Tamilnadu for kind information.
- 2) The Superintending Engineer (E), BSNL Electrical Circle-II, Chennai.
- 3) The Executive Engineer (E), BSNL, Electrical Div. No. 1, Chennai
- 4) All SDE (E)/Notice Board.
- 5) All Eligible Contractors.

Executive Engineer (E)
BSNL Electrical Division -1

LIST OF DOCUMENTS FOR SUBMISSION

OFFLINE SUBMISSIONS

Originals of bank instruments such as DD or EMBG towards Tender Fee, EMD/ Bid Security respectively (if not submitted through e-payment mode), shall be submitted by bidder to O/o **Executive Engineer (E), BSNL Electrical Division-I, 2nd Floor, TE Building, Kellys, Chennai-600010** on any date before or within 5 days of bid submission end date failing which the tender bid (if already opened on basis of scanned copies uploaded in 1st electronic Envelope i.e. Technical Envelope, shall be rejected.

During tender process, BSNL's tender inviting authority may require the bidder to produce original copy of any document such as Power of Attorney, Integrity Pact, Bid Form, security agreement etc., submitted as scanned copy, in Technical bid part on e-tender portal (1st electronic Envelope), which the bidder will have to comply with.

Further, if the required originals of bank instruments for Tender Fee, EMD/Bid Security (if not submitted through e-payment mode), whose scanned copies are uploaded by bidder & available in 1st electronic Envelope i.e. Technical Envelope, are not received within the stipulated time (any date before or within 5 days of bid submission end date) or any discrepancy found in the original offline document, the same will be brought to the notice of CET/TEC without any delay by the tender inviting sections.

Note:

1. *The bidder shall seal and properly secure the cover containing the offline submissions. In case of open covers or covers that are closed by stapling or closed with cellophane tape or other adhesive materials, BSNL shall not be responsible for any loss/missing of credentials from such covers.*
2. *Offline Documents/ Tenders received by post or courier shall not be entertained*

ONLINE SUBMISSION in e-Tender Portal

www.etenders.gov.in

The following documents shall be digitally signed and uploaded in the E-tender portal www.etenders.gov.in on or before the stipulated time and date as per NIT.

- 1) scanned copies of the following documents for Tender Fee/ EMD (whichever applicable):
 - a. Bank Transaction details with UTR Number towards the successful e payment for Tender Fee/ EMD
 - b. DD/ Banker Cheque or Bank Guarantee (if opted for EMD)
 - c. ~~valid MSE Certificate /Udyam Registration certificate(for Micro & Small Enterprise claiming exemptions from Tender Fee/ EMD)~~
- 2) **Self-Attested copies of eligibility credentials fulfilling the eligibility criteria stipulated in the NIT.**
- 3) Self-attested copy of Chartered accountant certificate for Annual Turnover for the last three years as per NIT.
- 4) Self-attested copy of PAN Card
- 5) Self-attested copy of GST registration certificate
- 6) Self-attested copy of EPF Registration certificate
- 7) Self-attested copy of ESI Registration certificate
- 8) Undertaking proforma (Page 46 of NIT)
- 9) ANNEXURE-III : Non relative Certificate Declaration by Contractor
- 10) ANNEXURE-IV : Undertaking regarding EPF Provisions
- 11) ANNEXURE-V : Undertaking regarding ESI Provisions
- 12) ANNEXURE-VI : Undertaking to abide by EW-6 & EW-8
- 13) ANNEXURE-VII: Compliance sheet
- 14) **Tender Document (To be downloaded from E-Tender portal and digitally signed and uploaded in to the E-Tender Portal**
- 15) **Digitally signed and rates quoted Price Bid/Financial Bid**

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ELIGIBILITY CHECK LIST FOR BIDDERS

Name of Work: Attending fault and AMC of 1 no. 13 Passenger lift in TE Harbour

NIT No.

Sl.No	DESCRIPTION	Submitted/ Uploaded/Yes/No
1]	The Firms who fulfill the following requirements shall be eligible to bid and proof shall be submitted. Please refer EW 6.	
	Average annual turnover during the last 3 years, ending 31 st March of the previous financial year, should be at least 30% of the estimated cost put to tender.	
	AND	
i.	The manufacturer/ authorised dealer/ OEM of any of the makes of major equipment included in the NIT. The letter of authorization from manufacturer in original/ photocopy attested by BSNL Executive will be submitted.	
	OR	
ii.	Experience of having successfully completed similar works in BSNL during last 7 years ending last day of month previous to the one in which applications are invited, should be either of the following :	
A]	Three similar successfully completed works, costing not less than the amount equal to 40% of the estimated cost put to tender	
	OR	
B]	Two Similar successfully completed works costing not less than the amount equal to 60% of the estimated cost put to tender.	
	OR	
C]	One similar successfully completed works , costing not less than the amount equal to 80% of the estimated cost put to tender	
	OR	
iii	BSNL Enlisted contractors in Electrical Category of respective class as per their tendering limits	
NOTE:		
1. The estimated cost of one year shall be considered to evaluate the eligibility criteria.		
2. Similar works stands for Attending fault/Modernisation/Repairs of Lifts		
Note :- Copy of Credentials as applicable for proof of eligibility prescribed shall be produced by the firm.		

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2.		<p>The bidder shall furnish the Tender Fee/bid EMD in one of the following ways:-</p> <p>Tender Fee & EMD, if applicable, is required to be submitted by the bidder preferably through online payment mode as per the Bank/Beneficiary Details provided in the DNIT/Tender Enquiry document. In case of MSE (Micro & Small Enterprise) bidder, valid MSE Certificate /Udyam Registration certificate, broadly covering the tendered equipment/ services, for claiming exemption of Tender Fee / EMD shall be required to be submitted.</p> <p>a) Tender Fee (Rs. 590/- Inclusive of GST) & EMD (Rs. 26,172/-), if applicable, is required to be submitted by the bidder preferably through online payment mode as per the Bank/Beneficiary Details provided in the DNIT/Tender Enquiry document. In case of MSE (Micro & Small Enterprise) bidder, valid MSE Certificate /Udyam Registration certificate, broadly covering the tendered equipment/ services, for claiming exemption of Tender Fee / EMD shall be required to be submitted.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Beneficiary Account Name</td> <td>BSNL CHENNAI TELEPHONES</td> </tr> <tr> <td>ADDRESS</td> <td>O/o CHIEF GENERAL MANAGER CHENNAI TELE</td> </tr> <tr> <td>PAN</td> <td>AACB5576G</td> </tr> <tr> <td>Type of Account</td> <td>CURRENT ACCOUNT (COLLECTION)</td> </tr> <tr> <td>Beneficiary Account Number</td> <td>067521010000011</td> </tr> <tr> <td>Beneficiary Bank IFSC code</td> <td>UBIN0906751</td> </tr> <tr> <td>Beneficiary Bank Name</td> <td>UNION BANK OF INDIA</td> </tr> <tr> <td>9 –DIGIT MICR</td> <td>600026140</td> </tr> <tr> <td>Beneficiary Bank Branch Name</td> <td>Union Bank of India, Anna Salai Branch, Chennai</td> </tr> <tr> <td>Beneficiary Bank Address</td> <td>1 No 102, Anna Salai Branch, LIC Building Ground</td> </tr> </table> <p>b) DD/ Banker's cheque/Bank Guarantee of a Scheduled Bank or Nationalized Bank/ State Bank guaranteed by Reserve Bank of India drawn in favour of "BSNL Chennai Telephones" and payable at Chennai. BG should be valid for 120 days (i.e. one month above the offer validity period subject to maximum of 210 days) from the tender opening date.</p> <p>c) valid MSE Certificate / Udyam Registration certificate(for Micro & Small Enterprise claiming exemptions from Tender Fee/ EMD)</p>	Beneficiary Account Name	BSNL CHENNAI TELEPHONES	ADDRESS	O/o CHIEF GENERAL MANAGER CHENNAI TELE	PAN	AACB5576G	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
Beneficiary Account Name	BSNL CHENNAI TELEPHONES																					
ADDRESS	O/o CHIEF GENERAL MANAGER CHENNAI TELE																					
PAN	AACB5576G																					
Type of Account	CURRENT ACCOUNT (COLLECTION)																					
Beneficiary Account Number	067521010000011																					
Beneficiary Bank IFSC code	UBIN0906751																					
Beneficiary Bank Name	UNION BANK OF INDIA																					
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3.	Self attested copy of PAN card.	
4.	Self attested copy of CA certificate for turnover.	
5.	Self attested copy of valid GST registration Certificate	
6.	Self attested copy of EPF registration certificate	
7.	Self attested copy of ESI registration certificate	
8.	Undertaking proforma (Page 46 of NIT)	
9.	ANNEXURE-III : Non relative Certificate Declaration by Contractor	
10.	ANNEXURE-IV : Undertaking regarding EPF Provisions	
11.	ANNEXURE-V : Undertaking regarding ESI Provisions	
12.	ANNEXURE-VI : Undertaking to abide by EW-6 & EW-8	
13.	ANNEXURE-VII: Compliance sheet	

Notes for Submission of Documents:

- ***The bidder shall have to down load the Tender Documents and again shall upload the documents with Digital Signature before the prescribed date and time. (Ref. Notice Inviting Tenders)***
- The bidder shall submit the Original documents mentioned at Page 4-9 in a sealed envelope mentioning Name of work , date & time of opening of bids along with the name and address of the bidder in the Tender box in the office of **Executive Engineer (E), BSNL Electrical Division-I, 2nd Floor, TE Building, Kellys, Chennai-600010** before the prescribed date and time (Ref. Notice Inviting Tenders)

Seal of the firm

Signature of the Bidder

INFORMATION FOR BIDDERS (e-TENDER)

1. For e-Tender hosting purpose, BSNL has engaged e-portal maintained by etenders.gov.in. The agency intending to participate in tendering process shall have to register with www.etenders.gov.in
2. Those Contractors not registered on the website mentioned above, are required to get registered beforehand. The intending bidder can get registered with etenders.gov.in by making online payment of required amount with registration particulars. For details kindly visit website <https://www.etenders.gov.in> or contact Executive Engineer.
3. The intending bidder must have valid **class-III digital signature** to submit the bid.
4. The intending bidder should read carefully and understand the tender document, procedure for e- tendering etc. completely before participating in the e-tender procedure. Participation in the e-tendering, presumes that the bidder (s) has/have read all the conditions, Special Conditions of the contract, Schedule of quantity etc. and agree/abide by them. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
5. The bid document consisting of BSNL EW 6, Specifications, Schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be compiled with and other necessary documents can be seen and downloaded from www.etenders.gov.in or www.Chennai.bsnl.co.in free of cost.
6. The bid can only be submitted after uploading the mandatory scanned documents as per NIT
7. Information and instructions for bidders posted on website shall form part of bid document.
8. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
9. Contractor can upload documents in the form of JPG format or PDF format.
10. Certificate of Financial Turnover: At the time of submission of bid, contractor may upload Affidavit/ Certificate from Chartered Accountant mentioning Financial Turnover of last 3 years or for the period as specified in the bid document`. There is no need to upload entire voluminous balance sheet.
11. Contractor must ensure to quote rate of each item. If any cell is left blank the same shall be treated as "0" (ZERO).
12. The intending bidder should see all the conditions of contract uploaded in the website including Corrigendum if any, till the last date of submission of bid.
13. BSNL reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.

INSTRUCTIONS FOR BIDDERS (e-TENDER)

Submission of Tender through online process is mandatory for this e-Tender.

e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. For conducting electronic tendering, BSNL Electrical Zone has decided to use the portal www.etenders.gov.in through e-procurement portal, a Government of India portal. It supports all activities of tendering based on proactive work flow concept. Fine details of tendering like vendors registration, tender announcement and corrigendum, tender form processing, opening, negotiation and tender awarding are supported in a real time interactive environment.

1. Tender Bidding Methodology :

Electronically Sealed Bid System – “Single Stage - Two Envelopes Electronic bid `system”. In this case of two electronically sealed envelopes bid system, the Eligibility documents as per NIT [Envelope-I] & Financial Bid [Envelope-II] shall be submitted by the bidder at the same time.

2. Broad outline of activities from Bidders prospective:

- a) Procure a Digital Signing Certificate (DSC).
- b) Register on etenders.gov.in (e-Tender)
- c) Create Users and assign roles on e-Tender
- d) View Notice Inviting Tender (NIT) on e-Tender
- e) Download Official Copy of Tender Documents from e-Tender
- f) Clarification to Tender Documents on e-Tender
- g) Query to BSNL (Optional)
- h) View response to queries posted by BSNL, as addenda.
- i) Bid-Submission on e-Tender
- j) Attend Public Online Tender Opening Event (TOE) on e-Tender Opening.
- k) View/Post-TOE Clarification posted by BSNL on e-Tender (Optional)- Respond to BSNL’s Post-TOE queries

For participating in this tender online, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the e-Tender.

3. Digital Certificates:

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), **of Class 3**, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Registration:

To use the Electronic portal (www.etenders.gov.in), vendor needs to register on the portal (if not registered earlier). Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In e-TENDER

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terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal (<https://www.etenders.gov.in>), by clicking on the link “ Click here to Enroll”. Enrolment on the CPP Portal is free of charge.

5. Bid related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on e-TENDER. Broad outline of submissions are as follows:

- Submission of Cost of bid document, Earnest Money Deposit (EMD), and Eligibility documents as per NIT, Submission of digitally signed copy of Tender documents/Addendum/addenda (Envelope-I)
- Submission of duly filled Financial bid(Envelope-II)

6. Offline Submissions:

The contractor shall submit the DD for cost of Bid documents, EMD in the prescribed form, GST registration certificate and Eligibility documents as per NIT in a sealed envelope mentioning Name of work, NIT no, date & time of opening of bids in the tender box available in the office of **Executive Engineer (E), BSNL Electrical Division-I, 2nd Floor, TE Building,Kellys,Chennai-600010** before the prescribed date & time as notified and same shall be opened in presence of AO, SDE [EP] (or any other authorized BSNL Executive) and contractors present (Ref EW6).

7. Public Online Tender Opening Event (TOE):

E-Tender offers a unique facility for “Public Online Tender Opening Event (TOE)”. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) dully authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

The following **KEY INSTRUCTIONS** for BIDDERS must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on etenders.gov.in E-tender Site or any Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA).
2. Register your organization on **etenders.gov.in** e-tender site well in advance of your first tender submission deadline on etenders.gov.in e-tender Site (<http://etenders.gov.in>)
3. Get your organization’s concerned executives trained on etenders.gov.in e-tender Site well in advance of your first tender submission deadline on etenders.gov.in e-tender Site
4. Submit your tender well in advance of tender submission deadline on etenders.gov.in e-tender site as there could be last minute problems due to internet timeout, breakdown, etc. While the first three instructions mentioned above are especially relevant to first-time users of etenders.gov.in e-tender Site, the fourth instruction is relevant at all times.
5. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24 x 7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462, 0120-4001002, 0120-4001005.

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Important Note: Before submitting on line tender document, contractor must verify the check list properly for offline submission of required documents & uploading of their scanned copies as per instructions.

GENERAL CONDITIONS

1. Scope of work:

- (i) Attending to the faults in the existing lift as per the schedule of work/ Quantities to restore the lift to working condition.[Part A- Supply & ITC]
- (ii) After successful completion of (i) above, carrying out the comprehensive AMC of the lift for the prescribed period as per the schedule of work/quantities. [Part B: AMC]

2. Methodology:

- i. It is presumed that contractor shall undertake the stated responsibilities only through qualified and experienced staff.
- ii. AMC services shall be provided round the clock round the year even on holidays. For preventive and break down maintenance the extra specialized labour shall be deployed based on manufacturers recommendations and as per the requirement to bring system to healthy condition with minimum equipment downtime. Notwithstanding the above it is the responsibility of the agency to provide required manpower to attend the complaints within the time frame specified as the tender is of comprehensive nature.

The workforce shall have knowledge of first aid i/c electrical shock treatment, attend to fire situation and other emergencies likely to encounter for such works.

3. TOOLS & PLANTS

All tools and plants required for carrying out various tasks relevant to maintenance have to be arranged by agency at its own cost.

4. GENERAL

- i. The workers engaged by firm should maintain proper discipline and good behaviour with occupants.
- ii. The firm shall remove such workers from the site whose behaviour is found improper. Executive Engineer's decision shall be final in this regard.
- iii. Any damage to the installation(s)/ building during the maintenance period due to the carelessness on the part of maintenance staff shall be the responsibility of firm & be replaced/rectified without any extra cost.
- iv. The agency will provide the workers with necessary Tools and plants, Testing and safety equipments.
- v. Any accident or damage during servicing/maintenance/ operation will be the responsibility of the agency and the BSNL will not entertain any claim, compensation, penalty etc., on this account or on account of non-observation of any other requirement of law relevant to his work.
- vi. Agency has to observe all the labour rules and regulations in force and indemnify BSNL against any claims whatsoever, either from this clause or any other clause in the contract.
- vii. Firm shall issue ID card to their workforce whenever they enter premises for bonafide work. Nobody shall be allowed entry without work and nobody will be allowed overnight stay without work.
- viii. Dismantled materials shall be returned to the BSNL except those items for which the replacement is supplied by the agency.

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- ix. The BSNL reserves the right to carry out any work at the risk and cost of the agency, if the agency fails to perform any duty as per the contract.
- x. The tenderer must obtain himself at his own expense all the information necessary for the purpose of tendering.
- xi. The contractor or his representative should inspect the site and acquaint him-self with all the local conditions, means of access to work and nature of work etc. No claims shall be entertained on these accounts.
- xii. The contractor shall not sublet the work or part thereof. However, services of specialized agencies for specific work must be obtained e.g. servicing of EA sets must be got done thorough authorized service dealers only. Regular servicing and maintenance of ACBs/ HT panel/ Transformers/ relays etc., shall be carried out through the specialized firms/persons only or by firms having required and sufficient experience to handle and service these items. Credentials of the firms may be furnished for verification.
- xiii. While working inside the premises the agency shall be responsible to provide necessities to them as per labour law. However existing facilities like water, toilet and power for bona fide use shall be provided by BSNL. Any workforce not required for carrying out task shall not be permitted to stay in the premises.
- xiv. Arranging Furniture and stationary to carry out the work shall be the responsibility of the firm.
- xv. The BSNL reserves the right to terminate the contract by giving show cause notice of one-month duration at any time during the currency of the contract without assigning any reason.
- xvi. The BSNL reserves the right to extend the contract for a maximum period of six months at the same rate and conditions.
- xvii. Firm should have round the clock contact telephone number and mobile phone number. In case of Emergency contractor and authorized engineer/supervisor shall be available at site on short notice from engineer-in-charge or his authorized representative and make all efforts to make the situation normal at the earliest.
- xviii. A complaint book as per the proforma indicated shall be kept up to date at site by the firm and the same shall be available for checking and verification.
- xix. After the contract period is over the installation has to be duly handed over to the BSNL. The contractor shall be responsible for any discrepancies vis-à-vis, the status of installation at the start of work plus any modification carried out during the currency of the contract.
- xx. Any defects, shortcoming in the installation brought to the notice of the BSNL within the first 15 days of taking over the maintenance by the vendor shall be the responsibility of the BSNL.
- xxi. Firm is responsible to keep workable spares and consumables for due performance of the contract. For critical spare parts firm shall have arrangement with dealers for prompt supply. List of Critical spares to be maintained at site is to be identified jointly by the Executive –in-Charge and the Firm.
- xxii. Any material used/replaced by the Firm for the work shall have same specification. Alternate Make shall be allowed only after prior approval of the Engineer in charge.
- xxiii. The format of log books, to be maintained may be changed during the maintenance period depending on assessment of site conditions by the Engineer-in-Charge. Agency will have to implement new format/ log books without any extra payments.

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- xxiv. New Log books/ formats for DATA recording in addition to the existing ones may be introduced depending on assessment of site conditions by the Engineer-in-Charge. Agency will have to implement new format/ log books without any extra payments.
- xxv. All the log books should be properly signed by the operator, supervisor the same may be countersigned by the JTO/SDE(E) .
- xxvi. Agency shall submit list and photographs and the copy of certificates of all the maintenance personnel, it is going to deploy before taking over the work.
- xxvii. The maintenance staff may be provided with Cell phones with BSNL Sim card and Hourly SMS of important parameters should be given to JTO/SDE/EE(E).

5. List of minimum tools and Plant to be kept with the agency.

- i. Line tester
- ii. Multimeter
- iii. Nose plier
- iv. Insulated Combination plier
- v. Insulated screw drivers 6",8",12"
- vi. Spanner- Fixed, Ring & Box types-6mm to 32 mm.
- vii. Hygro meter
- viii. 11/22 KV Rubber hand gloves
- ix. Hammer with handle
- x. Allen key set of different sizes.
- xi. Adjustable spanner 6",8",12"
- xii. Torch
- xiii. Ladder
- xiv. Mirror with insulated handle
- xv. Feeler gauges
- xvi. Contact lubricants
- xvii. Oil can
- xviii. Insulation Resistance tester
- xix. Universal test set
- xx. Milli volt drop test
- xxi. Blower cleaning cloth and small brush
- xxii. Suction Cleaner
- xxiii. Earth resistance tester
- xxiv. Long Nose plier
- xxv. Set of screw drivers
- xxvi. Set of feeler gauge
- xxvii. Torque wrench
- xxviii. Clip – On meter
- xxix. Soldering Gun
- xxx. Blower (with Heater element attached)
- xxxi. Insulation megger
- xxxii. Earth megger.

6. Terms of Payment:

Part-A:- FOR SUPPLY & ITC:

- a) 70% Against supply of material (after successful inspection of Engineer-in-charge)
- b) 30% Against successful ITC of Lift.

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Part-B:- FOR AMC:

- a) Quarterly payment subject to production of invoice and all relevant and required documents specified elsewhere in the conditions/ specification (after successful inspection of Engineer-in-charge)

Note:

- i. In case of unsatisfactory performance during this period 10 (Ten) percent penalty of the Bill amount shall be imposed and any deficiency in labour or performance of servicing / maintenance /repair work shall be penalized. Decision of engineer-in-charge shall be final and binding.
- ii. In case of a major accident/loss on account of negligence on the part of the contractor, the engineer-in-charge may cause the same to be made good by other workmen & deduct the expense from any sums that may be due, or at any time thereafter may become due to the contractor, or from performance guarantee & security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The performance guarantee & security deposit of the contractor shall not be refunded before the expiry of twelve months after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.
- iii. **In case of breakdown calls, if agency fails to send / arrange people within 24 hrs, then department is at liberty to attend to breakdown and the expenditure incurred will be deducted from the bills due to the agency.**

7. Period of Contract:

Part-A:- Supply & ITC:- **Two Months**

Part-B:-Annual Comprehensive Maintenance:- **36 Months**

8. **Near relatives** of all BSNL employees either directly recruited or on deputation are prohibited from participation in tenders and execution of works in the different units of BSNL. 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' wife(daughter-in-law), Daughter(s) & daughter's husband (son-in-law), brother(s) &brother's wife, sister(s) & sister's husband (brother -in-law)

The company or firm or any other person is not permitted to tender for works in BSNL Unit in which his near relative (s) is (are) posted. The unit is defined as SSA/ Circle/ Chief Engineer/ Chief Archt./ Corporate office for non-executive employees and all SSA in a circle including circle office/Chief Eng./ Chief Archt./ Corporate office for executive employees (including those called as Gazetted officers at present). The tenderer should give a certificate that none of his/her such near relative is working in the units as defined above where he is going to apply for tender/ work, for proprietorship, partnership firms & limited company certificate shall be given by the authorized signatory of the firm. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/performance guarantee will be forfeited at any stage whenever it is so noticed. BSNL

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will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

9. Earnest Money

i. Value

The amount of earnest money to be deposited with each tender is 2% of the estimated cost put to the tender subject to a maximum of Rs.2 crores. Earnest money will be acceptable in the form of CDR/FDR/DD/BG of a scheduled bank of nationalized bank/ state bank guaranteed by Reserve Bank of India.

ii. Validity Period

The validity period of the Earnest Money Deposit is kept 30 days beyond the tender validity e.g. 90 +30 = 120 days, since the tender validity period is 90 days.

iii. 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.

10. Performance Guarantee

The contractor is required to furnish performance guarantee for an amount equal to 5% of the contract value in the form of bank guarantee (of a Nationalized/ Scheduled Bank in a standard format)/ CDR/ FDR/ DD within two weeks from the date of issue of award letter. The validity period of the performance security in the form of performance bank guarantee shall be one year from the date of actual completion of work.

11. 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, will amount to security deposit of 10% of the value of work done including 5% Performance Guarantee.

12. Increase/ Decrease of tendered quantity

BSNL will have the right to increase or decrease up to 50% of the quantity of goods and services specified in the schedule of items without any change in the unit price or other terms and conditions at the time of award of contract. In exceptional and unavoidable cases BSNL can increase the quantity of goods and services beyond 50% of the tendered quantity without any change in tendered and accepted unit price and also other terms and conditions as applicable at the time of award of contract.

Note: The above item is applicable only in case of supply contracts items but not for comprehensive maintenance contracts.

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13. Completion of work

The contract period for this work is 2 (Two) months (Part-A:-Supply and ITC) and the same shall be completed by covering all aspects as mentioned in the "General Specification".

For AMC the contract period is 36 months.

14. Extension of time

If the contractor shall desire an extension of time for completion of any pending repair work prior to handing over the site / sites to the new firm / contractor or back to BSNL 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 10 days of intimation to handover the site giving reasons on account of 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.

15. Variation in Excise Duty – NOT APPLICABLE

- i. In case of statutory variation in Excise Duty in respect of EA sets only within the stipulated date of completion of individual agreement, the same shall be paid or recovered as per the actual against documentary proof. However, beyond this period the department will take advantage of any duty reduction but will not pay extra on account of duty increase.
- ii. Price adjustment provision on account of change in Excise duty shall not apply in respect of equipment/component of equipment/materials other than EA sets.

Note : The above item is applicable only in case of supply contracts items but not for comprehensive Mtce contracts.

16. The Department reserves the right to accept the quantities in full or in parts.

- a) Tendered rates inclusive of taxes and levies payable under the respective statutes. However, pursuant to the Constitution (Forty Six Amendment) Act 1982, if any further tax or levy is imposed by the Statute after the date of receipt of tenders and the contractor(s) thereupon necessarily and properly pays taxes or levies the contractor(s) shall be reimbursed the amount also paid provided such payment if any is not in the opinion of SE (whose decision shall be final and binding) attributable to delay in execution of work within the control of the contractor(s).
- b) The contractor(s) 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.
- c) The contractor(s) shall within a period of 30 days of imposition of any further tax or levy pursuant to the Constitution (Fourty Six Amendment) Act 1982 give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition together with all necessary information relating thereto.

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NOTE : No additional condition whatsoever will be accepted for turnover tax. In case of additional conditions for the payment of such taxes by the contractor the tender may be liable to be summarily rejected by the accepting authority. No conditional offer shall be entertained and rejected. (Standing order No.258)

17. BID PRICES, TAXES AND DUTIES

The bidder shall give the total composite price inclusive of all Central and State's Levies & Taxes i.e. GST (applicable CGST/ SGST/ IGST) material, labour etc., except octroi/ Entry Taxes. Octroi/ Entry Taxes will be paid extra, as per actual, wherever applicable on production of proof of payment/ relevant invoices/ documents.

The price approved by BSNL for procurement will be inclusive of levies and taxes, Packing, Forwarding, Freight and Insurance etc. except octroi / Entry Taxes.

- (a) The total composite price shall comprise of unit price and all other components of price need to be individually indicated/ quoted against the goods/ material/ service, it proposes to supply under the contract in the following manner :
- (i) The Basic Unit price (Ex-Factory Price) of the goods/ services/ materials, GST payable by the supplier shall be quoted separately.
 - (ii) The liability to pay all taxes, levies etc. shall be of contractor and BSNL will not entertain any claim whatsoever in this respect.
- (b) Input Tax credit to BSNL(wherever applicable) :
- (i) The firm shall furnish correct HSN/ SAC codes in GST challans/ invoices for availing Input Tax credit by BSNL
 - (ii) Vendors should furnish the correct taxes and cess under GST tariff head in the price Schedule. If the input tax credit for the Duties and Taxes under GST ACT 2017 is found to be not admissible at any stage subsequently owing to wrong furnishing of tariff Head, then the vendors will be liable to refund such non-admissible amount, if already paid along with penalty if charged by the concerned authority.
 - (iii) In case where the input tax credit is not offered by the vendor as per the quotes indicated in the price schedules and subsequently at any stage it is found that input tax credit is admissible as per GST ACT 2017 then the vendors will be liable to refund the amount equivalent to such Duties & Taxes if already paid to them. However, the purchaser may allow the supplier to submit necessary documents in this regard which may enable the purchaser to avail the input tax credit provided such credit is still available for the amount so paid as per GST ACT 2017.
 - (iv) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct Tariff Head from the GST authority where the tariff head furnished against the particular tendered item by different bidders differs from each other or the same is found apparently not furnished in accordance with GST ACT.
 - (v) If the supplier fails to furnish necessary supporting documents for input tax credit the amount pertaining to such duties/taxes will be deducted from the payment due to the firm.
 - (vi) Invoice should clearly indicate name, address and GSTIN of the supplier, date, name address and GSTIN of the recipient, Place of supply along with name of state, HSN

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code of Goods or Service Accounting code (SAC), breakup details of composite price i.e. basic unit price (Ex-Factory price) of the goods/ services/ materials, etc., rate of GST such as CGST/ SGST/ IGST or any other duties and taxes.

- (vii) In case of any statutory variation in regard to Input tax credits, within the currency of individual agreement including extension of time period, the same shall be admissible as per actual Input tax credits only, subject to the condition that the reason for such extension of time period is not attributable to the agency.

18. **EVALUATION OF BIDS**

The evaluation and comparison of responsive bids shall be done on the basis of net cost to BSNL on the prices of all items included in schedule of work offered inclusive of packing, forwarding, freight and insurance charges but excluding Input tax credit/ GST. The Octroi/ Entry Taxes are not to be included in the composite price and hence the same will not be considered for the purpose of evaluation and comparison of responsive bids. However, Octroi/ Entry Taxes will be paid extra, as per actual, wherever applicable, on production of proof of payment/ relevant invoices/ documents.

19. **Miscellaneous**

The firm must meet all statutory obligations towards the labours employed at its own cost.

20. **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 BNSL shall have the option of terminating the contract and the agreement will be closed immediately, the due payments will be issued to the legal heirs of the agency after producing the proof of the same along with death certificate of the agency.

21. **INDULGING OF CONTRACTOR IN CRIMINAL/ANTISOCIAL ACTIVITIES AND CASES UNDER INVESTIGATION/CHARGE SHEETED BY CBI OR ANY OTHER GOVERNMENT AGENCIES ETC.:**

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

22. **VARIATION IN GST:**

In case of any statutory variation in regard to Input tax credit, within the currency of individual agreement including extension of time period, the same shall be admissible as per actual Input tax credit only, subject to the condition that the reason for such extension of time period is not attributable to the agency.

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SCHEDULE OF QUANTITIES

Name of Work:- Attending fault and AMC of 1 no. 13 Passenger lift in TE Harbour										
Sl.no	Description of Items	Qty	Unit	Rate	Total Amount excl. GST	CGST		SGST		Total Amount including GST
						% Rate	Rate in Rs.	% Rate	Rate in RS.	
1	2	3	4	5	6 = 3x5	7	8 = 6x7	9	10 = 6x9	11 = (6+8+10)
PART A (Supply and ITC)										
1	Supply and replacement of Integrated , full collective controller unit for the existing old lift [G+6 floors], along with wiring , CoP, LoPs, scrolling displays for the car and all landings, including ARD with required no of battery , VVVF, floor announcement system, Fire alarm, over load, protection, complete checking and commissioning of the Lift for good working condition etc.as required. Note: Controller supplied shall be of Supriya make or compatible to the Supriya Lifts. Make and model shall be specified in the data sheet									
2	Supply and fixing of 900 mm Centre opening Stainless steel landing Doors for the existing old Lift-G+6 floors etc. as required.									
3	Supply and fixing of 900mm Centre opening Stainless steel car door operator with stainless steel panels etc. as required.	1 Job	job							
4	Co-coordinating for availing Lift Running license, including arranging required documentation, liasioning, arranging inspection by Lift Inspectorate, Govt of TN, valid for 3 years. (Necessary Charges/fee will be paid by BSNL) etc. as required.	1 Job	job							
Buy back										

Unpriced Schedule

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5	LESS amount towards buyback of replaced materials as per Part-A Item no.1 to 3 in as is where is condition from life expired 13 passenger lift at Harbour TE, Chennai including i/c dismantling, cleaning debris left out in lift shaft / lift room, making good damages etc as required (Under Buy-Back Arrangement - Base Rate is Rs.50000/- ex.GST. The Agency may quote Higher rate also, if quoted rate below is base rate then base rate is taken as final quoted rate)	1 Job	job							
Total for Part A										
Part-B Annual Comprehensive Maintenance										
1	Providing Comprehensive maintenance of lifts as per the specifications / conditions of contract complete with periodical inspection, routine maintenance, inspection of all safety devices, controls. Emergency back call service, replacement of faulty spares including nominal wear and tear of all regular items to run the lift smooth and trouble free including ARD and its batteries, infrared curtains etc.complete as per the specifications etc. as required.									
a	First Year	12 Months	month							
b	Second Year	12 Months	month							
c	Third Year	12 Months	month							
Total for Part B										
Total Amount excl. GST								Total Amount incl. GST		

Unpriced Schedule

Name of work: Attending fault and AMC of 1 no. 13 Passenger lift in TE Harbour

<u>Important Note:</u>	
1	The prices shall be quoted after taking into account the entire credit on inputs under GST act introduced with effect from 1st July 2017.
2	The firm shall be responsible to see that input tax credit shown in the above columns are correct & input tax credit for amount shown above are admissible as per the GST ACT 2017.
3	Invoice favouring BSNL shall be issued by the supplier/ agency indicating GST (as applicable CGST/ SGST/ IGST) with documentary proof to avail GST input tax credit.
4	The rates quoted shall be inclusive of all taxes and duties.
5	The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices offered inclusive of all duties and taxes (but excluding input tax credit), packing, forwarding, freight and insurance charges etc., as indicated in the price schedule. Octroi/ Entry tax are not to be included in the composite price and hence the same will not be considered for the purpose of evaluation and comparison of responsive bids. However, Octroi/ Entry tax will be paid extra, as per actuals wherever applicable on production of proof of payment/ relevant invoices/ documents.
6	Any deduction of tax at source under GST is affected it will be done as per statutory instructions issued by Govt of India time to time.
7	If any levy/ duty is not payable or documentary proof is not produced, the amount for the same shall be deducted.
8	The firm should quote for each item separately. They should not club the items while quoting.
9	In case of ambiguity, between schedule and specifications, schedule shall prevail. If there is ambiguity between "schedule and specification" verses IS / BS standards, "schedule and specification" shall prevail.
10	It shall be ensured by the agency that there are no complaints from the workers regarding short payment of wages.
11	Warranty for a period of 12 Months shall be provided effective from the date of commissioning of the lift (for the components replaced). Any defective / failed component under warranty shall be replaced free of cost.

Name of work: Attending fault and AMC of 1 no. 13 Passenger lift in TE Harbour

DETAILS TO BE SUPPLIED BEFORE STARTING THE WORK

1	Name of the Agency (With Office address)	:	
2	Name of Proprietor/partners	:	
3	Telephone No.(s) of the firm	:	
4	Name & address of the Supervisor	:	
5	24 Hours contact Numbers	:	
6	Particulars of the Licence/ Registration	:	

Name of work: Attending fault and AMC of 1 no. 13 Passenger lift in TE Harbour

Details of the existing Lifts at TE, HARBOUR

Sl.No.	Features	Lift No-1
1	Capacity (Passengers)	13Nos.
2	Load	884kgs
3	Speed	1.5 m/sec
4	Drive	AC - V3F
5	Travel	Approx. 27.5 mtrs
6	No. of stops	7 stops (G+6 floors)
7	Control	Micro processor based with or without attendant mode
8	Position of Machine Room	Machine room is above the lift well.

Name of work: Attending fault and AMC of 1 no. 13 Passenger lift in TE Harbour

TECHNCIAL SPECIFICATIONS FOR THE WORK

FOR PART A: SUPPLY & ITC

1. The work shall be done as per current CPWD General specification for Electrical work Part – I Internal, Part –II External, Part – III lifts & Escalators, IS & National Building/electrical Code/ THE TAMIL NADU LIFTS ACT, 1997& NIT conditions as amended from the time-to-time and Indian Electricity rules amended upto date. [Important CPWD specifications/publications are available in website <http://cpwd.gov.in/Publications.htm> for reference & also available with authorized bookshops]
2. Material for door replacement shall be stainless steel Doors shall be scratch resistant and corrosion proof. Doors shall be as per CPWD specifications.
3. Variable Voltage Variable Frequency Drive (VVVF) shall have all the features as per the CPWD specifications and of superior industry standards. The drive shall be energy efficient. Since the drive is to be replaced for the existing lifts, firm shall ensure that there is no compatibility issues. After replacement, lift shall not face frequent failures, levelling issues, in which case the firm shall replace the controller free of cost. It is expected that the controller so supplied shall have a shelf life of atleast 7 years and that the components used are generally available in the market. Codes/passwords, if any, related to the drive shall be furnished to the engineer-in-charge. User shall be trained on the usage and minor nature of fault attending in the controller.
4. Compatible ARD device shall be fitted to the lift which shall fulfil CPWD Standards. Batteries provided in ARD device shall be BSNL Approved make. Batteries are expected to have atleast 3 years of service warranty.
5. All safety features shall be made functional.
6. All required works shall be carried out, so as to make the lift fit for usage and that the lift pass the tests by electrical inspector for issuance of licence.
7. Firm shall ensure availability of Floor annunciator, Invertor for Emergency Light and Alarm, Overload warning device, Full height Light curtain, VVVF drive for Door operator, Surface mounted Push button stations etc.,
8. The firm shall employ industry latest practices for installation including adherence to safety and use of safety devices and ensure suitable instructions are displayed at the place where the work is going on, to avoid any accidents
9. Door opening shall always be barricaded during the course of carrying out works.
10. The Contractor at his own risk and cost shall arrange all necessary Tools and Plants.
11. The earthing shall be done only in the presence of Engineer-in-charge or his authorized representative.
12. The work shall be supervised by qualified supervisor.
13. The work shall be started after obtaining the layout from the Engineering-in-charge or his duly authorized representative at the site of work.
14. Sample of all materials accessories shall be got approved from the Engineer-in-charge before using the same for the work.

Name of work: Attending fault and AMC of 1 no. 13 Passenger lift in TE Harbour

15. Cable laying shall be as per CPWD specifications and cable shall be as per IS amended from time to time.
16. The contractor shall impart training to the operator deputed by the department for operation and attending the minor fault free of cost.
17. Testing and completion reports: The contractor after successful installation should test all the equipment and electrical installations/panels etc., including earthing and cabling and submit a self-certification to the BSNL that the work has been completed successfully as per specifications drawings and other terms and conditions of agreement and tender document. The following details should be submitted along with the above certificate.
 - i. Earth Resistance (Value in Ohms)
 - ii. Cable Insulation (Value in Meg-Ohms)
 - iii. Date of Installation.
 - iv. Completion plan and wiring diagram.
 - v. Panel drawing of meter board and feeder pillar.
 - vi. Energy meter type/ capacity/ sl.no.
 - vii. Switches, MCBs, Isolators, fuses type/ capacity/ make.

The Engineer in charge or his representative shall have the right to inspect and test the Lift Installations as per prescribed test schedules for their conformity to the specifications. Where the Engineer in charge decides to conduct such tests on sites or the premises, all reasonable facilities and assistance like testing instruments and other test gadgets including access to drawings and other details shall be furnished to the Engineer In Charge. Should any inspected or tested component fail to conform the specifications, the BSNL may reject them and the agency shall either replace the rejected components or make all alterations necessary to meet the specifications/requirements free of cost to the BSNL.

If any equipment or any part thereof is found defective or fails to fulfill the requirements of the Agreement, the Engineer in charge shall give notice to the agencies setting forth details of such defects or failure and the agency shall at their own cost make defective equipment good or alter the same to make it comply with the requirements of the Agreement forthwith and in any case within a period of not exceeding one month of the initial report. These replacements shall be made by the agencies free of all charges at site. Nothing under the above Clause shall in any way release the agencies from any warranty or other obligations under this contract.

Approved Makes

Amara Raja/ AMCO/ Farukawa/ Hitachi/ Exide/ Prestolite/ Standard

PART B: AMC OF LIFTS

The Contractor is referred to here as 'Contractor' or 'Agency' or 'Firm' and Bharat Sanchar Nigam Limited as BSNL represented by Executive Engineer (E), Electrical Division-I, Chennai and his representatives.

The original manufacturer is M/s Supriya Elevators, Chennai

1. The prices shall be firm for the contract period. The contract can be extended up to six
2. The firm will use trained and appropriately skilled personnel, which it directly employs and/ or supervises. They will be qualified to keep the equipment properly adjusted and they will use all reasonable care to maintain the equipment in efficient, reliable and safe operating condition.
3. The firm will in accordance with the terms hereof, regularly examine, lubricate and adjust the equipment and generally carry out planned maintenance in a systematic and controlled manner using firm's developed techniques and expertise.
4. The firm will, repair or replace any parts detailed in the following section, which, are defective.
5.
 - a) Examine periodically all wire ropes and chains (where fitted) as often as required to maintain an adequate factor of safety, to equalize the tension on all hoisting ropes, repair or replace conductor cables and hoist way and machine room elevator wiring.
 - b) Furnish lubricants compounded to original manufacturer's stringent specifications.
 - c) Examine periodically all safety devices and governors and make all customary safety tests.
 - d) Systematically examine and adjust the following components:
Machine, worm gear, thrust bearings, drive sheave, drive sheave bearings, break contact, lining and components, Motor, motor generator, motor windings, rotating elements, commutator, brushes, brush holders, bearings, coils, resistance for operating and motor circuits, magnet frames & other mechanical parts. Controller, selector, leveling devices, cams, relays, solid state components eg. PCB's, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, steel selector tapes and mechanical and electrical driving equipment. Servicing & maintaining of ARD and amplifiers/ sills. **Governor, governor sheave, shaft assembly, bearings, contacts and governor jaws.** car and hall mechanical buttons, car and hall position indicators, hall lanterns, car direction indicators and all other car and landing signal fixtures as installed by the original manufacturer, Deflector or secondary sheave, bearings, car and counterweight guide and buffers, top and bottom limit switches, governor tensions sheave assembly, compensating sheave Assembly, car, counterweight and counterweight guide shoes including rollers or Gibbs, Interlocks on hoist way door, hoist way door hangers, guides, automatic power operated door operator, car door hanger, car door contact, safety shoe, load weighing equipment, car frame, car safety mechanism and platform. Emergency lights & alarm, ARD, infrared device etc.

Name of work: Attending fault and AMC of 1 no. 13 Passenger lift in TE Harbour

6. The firm will where applicable, maintain the performance characteristics of the Equipment as originally designed and installed by the original manufacturer or as amended by mutual written agreement between the BSNL and firm.
7. The firm will give priority in its service, repair and manufacturing facilities to restoring the Equipment to normal service.
8. The firm will maintain the engineering wiring diagram and the same will be used by examiners 'or' authorized firm's representatives.
9. The firm will maintain a reasonable supply of genuine spare lending and replacement parts in its service depot.
10. All parts not excluded from the contract, will be furnished by firm on an exchange basis under which replaced parts become the property of firm.
11. All work and services provided for in this agreement are to be performed during normal working hours on normal working days.
12. The BSNL will allow firm employees free and unhindered access to the Equipment, and the landings, lobbies and machine room associated therewith and all areas mentioned therein.
13. The BSNL will report details of unsatisfactory running or irregular performance of the Equipment.
14. **EXCLUSIONS:** Only following items shall not be included in this contract.
TOTAL REPLACEMENT OF LIFT
15. Firm will assign a representative to BSNL account who will periodically visit the building and will be available for consultation in any matter relegating to the maintenance of the elevators. Firm's service representative will be available to discuss with the BSNL, the BSNL elevator needs in the areas of modernization and proper use and care of the elevators.
16. The agency is responsible for:
 - a) Maintenance of lifts without fail during the AMC period
 - b) Identifying the fault in advance for operation of lift without stop.
 - c) Attending the fault within 24 hours of reporting through phone/ mail/ letter etc.,
 - d) Supervising and for sending adequate qualified/ authorized staff for maintenance work and for ensuring smooth functioning.
17. All materials required for maintenance should be supplied immediately. The agency should maintain logbook for receipt and usage of the material, no material will be supplied by the BSNL on any account. Rates quoted shall be inclusive of the cost of logbook.
18. The complaint register/ Work logbook should be maintained as per the Instructions of the Engineer-in- charge. Cost of logbook shall be included in the rate quoted.
19. The tools required for the general maintenance should be supplied by the contractor.
20. Damage to any installation of the BSNL due to the negligence of the agency's personnel shall be made good at the risk & cost of the agency.
21. In case any person leaving the organization or agency, the agency has to intimate well in advance for not giving any responsibility to that person.

Name of work: Attending fault and AMC of 1 no. 13 Passenger lift in TE Harbour

22. The agency shall be responsible for the character and conduct of the staff employed. If any person found not satisfactory by the BSNL, he/she has to be removed from the site immediately and substitute must be posted.
23. The contract can be terminated by the BSNL without assigning any reason with one-month prior notice.
24. The agency's personnel shall in no way disturb the working/ functioning of the personnel of the BSNL, inside the premises.
25. Identity cards issued by the agency and counter signed by the Engineer-in-charge shall be always available with the personnel entering the premises.
26. If any Lift is stopped from functioning beyond 3 (Three) days continuously excluding Sundays and Holidays due to non-attending or non-replacement of required spare parts, 'or' not due to force majeure conditions, Rs. 1000/- per day recovery shall be made for the downtime period beyond 3 days. The decision of Engineer-in-charge is final and binding.
27. If the agency commits breach of terms and conditions of contract, the Engineer-in-charge shall be at liberty to cancel the contract/ work order.
28. The agency shall display prominently its:
 - 1) Address
 - 2) Contact persons.
 - 3) Contact numbers.
 - a) In the lift machine room.
 - b) In the maintenance office at site with a copy to the Engineer-in- charge.
29. In case of disputes the same shall be referred the sole Arbitration of the person appointed by the Sr. Chief Engineer (E), BSNL Electrical Zone, Tamilnadu/ Administrative head of Electrical Wing at the time of such appointment. As per the Arbitration conciliation Act. 1996 amended upto date it will be no objection to any such appointment that the arbitrator so appointed is a Government servant or is an employee of the BSNL.
30. The pro-rate payment shall be made on quarterly basis or after longer periods, if firm so desires.
31. The Firm may quote the rate for operation of the lift if required on special days separately.

Note:

- A. In case of unsatisfactory performance during this period one percent penalty of the bill amount shall be imposed.
 - B. For repeated unsatisfactory performance during the contract period penalty upto 5% of the bill amount shall be imposed. Decision of Executive Engineer [E] shall be final on this account.
 - C. In case of a major accident/loss on account of negligence on the part of the contractor, the contract shall be terminated and 10% of the tendered cost shall be recovered.
32. The contractor shall keep Lift including associated electrical connection and accessories in clean and healthy working condition. All the parts of the Lift and including the outgoing termination of supply from the Lift panel is under the scope of maintenance

Name of work: Attending fault and AMC of 1 no. 13 Passenger lift in TE Harbour

33. The contractor shall carry out maintenance tasks periodically as mentioned in the maintenance schedule and maintain the register and service report. The same shall be made available for inspection as and when required.
34. In order to avoid major failures, the maintenance contractor is to attend minor faults then and there.
35. Proper workings of the ARD including battery may be ensured for operating efficiency.
36. The Lift and accessories and the site shall be maintained neat and clean, and check the safety norms for proper working to avoid accidents and fire hazards.

37. Complaint Register

1. A complaint register as per Annexure shall be kept up to date by the firm and the same shall be available for checking & verification.
2. The complaint register shall be maintained in Sub Division and entry shall be made in this register as and when the complaint is reported from the end users. If JTO is not available in the office, other officials whoever available in the office should record the complaint in the register. It shall be the responsibility of the firm to verify the details of complaint & take corrective action.

38. PENALTY CLAUSE

1. Any damage to the installation(s)/building during the maintenance period due to the carelessness on the part of maintenance staff shall be the responsibility of firm & be replaced /rectified without any extra cost
2. Any accident or damage during installation/ maintenance will be the responsibility of the agency & BSNL will not entertain any claim, compensation, penalty etc on this account or on account of non-observance of law to his work
3. If the agency fails to rectify any fault within 24 hours, the BSNL reserves the right to carry out any work at the risk and cost of the agency. In case the fault is of emergency nature which may affect the normal functioning of services and the firm fails to take immediate necessary action, the work shall be carried out at the risk and cost of the firm without giving any notice. The decision of EE (E) shall be final.
4. In case of major accident/loss on account of negligence on part of the contractor, the contract shall be terminated and 10% (ten percent) of the tendered amount shall be recovered.
5. It is incumbent upon the service provider that the lift is always operational and that the service provider does all periodical checks/services in time, so that the down time is minimised. However If the down time of any Lift exceeds one day in case of minor repairs from the time of complaint from exchange authorities or SDE(E) or JTO(E), the firm will be penalized @ Rs.250/- per day .This excludes major faults in Lift for which a maximum period of 3 days is allowed.

The following items will be considered as major repairs:-

- a. Rewinding of motors
- b. Replacement of Rope
- c. Armature Replacement
- d. Replacement of guide shoes for the car and counter weight.

The maximum penalty in any case shall **not exceed 1%**of the contract value per lift. In normal case of continued under/non-performance due to which down time of the lift per month is more than 5 days, then BSNL reserves the right to get the lift serviced/faults attended by engaging other agency.

39. TOOLS & PLANTS:

All tools and plants required for carrying out various tasks relevant to the work have to be arranged by the agency at its own cost.

Name of work: Attending fault and AMC of 1 no. 13 Passenger lift in TE Harbour

40. **TERMINATION CLAUSE :**

- i. Right is reserved by BSNL for terminating the contract due to serious default. This includes major breakdown or accident or loss due to negligence on the part of the firm, failure to attend breakdown, disobedience and abandoning the site etc. In such a case, 3% performance guarantee shall be forfeited to BSNL. The decision of Superintending Engineer (E) in this regard shall be final and binding.
- ii. Right is reserved by BSNL for closure of the contract at any time by giving one month's notice for reasons not attributed to the contractor. The decision of Executive Engineer (E) shall be final and binding on the contractor for closure of contract and for which BSNL shall not entertain any claim.
- iii. **Adherence to Tamilnadu Lifts Act'1997 & Renewal of License**
It shall be the sole responsibility of the tenderer to maintain the Lift and its installation during the warranty period in accordance with the requirement laid down in The Tamilnadu Lifts Act'1997, read alongwith all the amendments till date

41. **Maintenance schedule to be followed**

1. The lift should be serviced periodically and shall use all care and maintain the lifts for safe and proper working condition and for safe operation.
 2. Periodical maintenance shall be carried out as per manufacturers/standard specifications/ maintenance schedule.
 3. Servicing work should be carried out as per the convenience of staff of the building
 4. The agency should attend all break down calls
 5. All defective components shall be replaced with original make which shall be got approved by SDE(E) for which no extra payment should be made
 6. If any delay occurs in rectifying the faults/replacement of defective components/ rectifying the faults, suitable penalty will be imposed which will be under the purview of Engineer-in-charge
 7. It is the firm's responsibility of proper and uninterrupted working of the lift.
 8. Maintenance related with Electrical supply system to Lifts, EI & Fans in lift shaft and painting is not included within the scope of the work.
- I. **Monthly checking of the following**
- a) Checking controls and accessories
 - b) Checking car and call buttons/car calls/ car indicators/landing push buttons
 - c) Checking indication bulbs/inter com/car light/car fan/car top fan
 - d) Checking safety points/alarms/safety edge operation
 - e) Checking the levelling/ride comfort/door operation
 - f) Checking the lubrication of main motor
 - g) Checking selection apparatus
 - h) Checking brake spring & brake drum
 - i) Lubricating governor pulleys
 - j) Checking and rectifying car gate & landing gate shoes
 - k) Checking car light and shaft light
 - l) Checking emergency light and shaft light
 - m) Checking car telephone and readiness of emergency operations
 - n) Cleaning of door guide shoe grooves of sill
 - o) Checking fireman switch
 - p) Check shaft light and replace bulbs if required
 - q) Cleaning car light and fan
 - r) Checking of Main rope or OSG rope
 - s) Checking of Brake liner/car top safety
 - t) Checking of Brake operation
 - u) Door lubrication

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II. Quarterly checking and spares replacement if necessary of the following

- a) Checking of inspection box
- b) Guide rail lubrication
- c) Door operator function
- d) Door operator belt/chain
- e) Landing door/rack roller
- f) Landing door gate lock
- g) Landing door operation

III. Half yearly checking of the following

- a) Checking of Main rope/OSG rope
- b) Checking of car pit, tension weight, buffer, safety gear

IV. Yearly checking of the following

- a) Checking and cleaning the controller
- b) Earthing
- c) Car top isolation
- d) Shaft wiring condition
- e) Counter weight run by clearance
- f) Car bottom isolation
- g) Buffers
- h) Safety Gear operation

Proforma of service report

Certified that M/s. ----- has executed the maintenance of ----- No.13 passenger lift as per the Schedule and agreement promptly and satisfactorily during the month of-----.

Date:

Contractor

Building in charge/ SDE(E)

COMPLAINT REGISTER FORMAT

Date & Time of complaint	Officer / Section lodging complaint	Nature of complaint	Date & Time of redressal of	Name of staff attended the complaint & signature	Acknowledgement of rectification by	Remarks

PROFORMA OF SCHEDULES

SCHEDULE 'A'

Schedule of quantities: Appended from page **27**

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.

- I. INSTRUCTIONS FOR BIDDERS (e-TENDER): Appended from **page-15.**
- II. Model form of bank guarantee: Appended from **Page-43**

<u>SCHEDULE 'E'</u>	
Reference to General Conditions of contract.	BSNL EW8 amended up to date (Taxes mentioned in the EW8 may be read in conjunction with the GST - 2017 rules)
Name of work	Attending fault and AMC of 1 no. 13 Passenger lift in TE Harbour
Estimated cost of work:	Rs.13,08,580/- i/c GST
i) Earnest money :	Rs.26,172/-
ii) Performance Guarantee :	5% of tendered value of work.
iii) Security Deposit :	5 % of the tendered value of the work.
<u>SCHEDULE 'F'</u>	Officer inviting tender: EE(E), BSNL Electrical Division-I, Chennai
GENERAL RULES and DIRECTIONS:	
Definitions:	See below
2(v) Engineer-in-Charge	Executive Engineer (E), BSNL Electrical Division-I, 2 nd Floor, TE Building, Kellys, Chennai-600010
2(vi) Accepting Authority	Superintending Engineer (E), BSNL Electrical Circle-II, Chennai
2(x) Percentage on cost of materials and labour to cover all overheads and profits.	10%

Name of work: Attending fault and AMC of 1 no. 13 Passenger lift in TE Harbour

Clause 1 i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days ii) Maximum allowable extension beyond the period provided in I) above in days		14 Days (As per Tender)	
Clause 2 Authority for fixing compensation under Clause 2.		Superintending Engineer (E), BSNL Electrical Circle-II, Chennai	
Clause 5 Number of days from the date of issue of award letter of acceptance for reckoning date of start Milestone(s) as per table given below:-		10 days	
Table of Mile Stone(s)			
Sl. No.	Description of Milestone (Physical)	Time allowed in days (from date of start)	Amount to be with-held in case of non-achievement of milestone
1	Not Applicable		
2			
OR			
Sl. No.	Financial Progress	Time allowed (from date of start)	Amount to be with-held in case of non-achievement of milestone
1	1/8 th (of whole work)	1/8 th (of whole work)	Not Applicable
2	3/8 th (of whole work)	1/2 (of whole work)	
3	3/4 th (of whole work)	3/4 th (of whole work)	
4	Full	Full	
Time allowed for execution of work.		Part-A :- 2 Months	
Authority to give fair and reasonable extension of time for completion of work.		Part-B :- 36 Months EE(E)/SE(E)	
Clause 7 Gross work to be done together with net payment/ adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment.		As Applicable.	
Clause 10CC Clause 10CC to be applicable in contracts.		NOT APPLICABLE	
Clause 11 Specifications to be followed for execution of work (separately for each component of work)		Specifications as appended with Schedule of work.	

Name of work: Attending fault and AMC of 1 no. 13 Passenger lift in TE Harbour

Clause 12 12. 2& 12.3 Deviation Limit beyond which clauses 12.2 and 12.3 shall apply	50%
Clause 16 Competent Authority for deciding reduced rates.	Superintending Engineer (E), BSNL Electrical Circle-II, Chennai
Clause 30 (i) Minimum Qualifications and experience required for Principal Technical Representative.	
a) For works with estimated cost put to tender more than Rs. 5 Lakhs for Elect/ Mech. Works	Graduate Engineer(Electrical) or Diploma Holder in Electrical With 3 Years Experience.
b) For works with estimated cost put to tender more than Rs. 2 lakh but less than Rs.5 Lakhs for Elect/ Mech. Works	NA
c) Discipline to which the Principal Technical Representatives should belong.	Elect./Mech.
d) Minimum experience of works	Three (3) years

**MODEL FORM OF BANK GUARANTEE (ANNEXURE -I)
(for submitting EMD)**

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

KNOW ALL MEN by these presents that WE _____
_____ of _____ having our registered office at _____

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

THE CONDITIONS of the obligation are:

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

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

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

Signature of the Bank

Signature of the Witness

Name of Witness Address of Witness

PERFORMANCE SECURITY GURANTEE BOND (ANNEXURE -II)

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 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. 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 ONE YEAR after actual completion of work.

Name of work: Attending fault and AMC of 1 no. 13 Passenger lift in TE Harbour

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 _____

Name of work: Attending fault and AMC of 1 no. 13 Passenger lift in TE Harbour

NO NEAR RELATIVE WORKING CERTIFICATE (ANNEXURE -III)

I _____ Son of Shri _____
Resident of _____ 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.

(Seal of the firm)

(Signature of Bidder)

UNDERTAKING REGARDING EPF PROVISIONS (ANNEXURE -IV)

"I _____ Son of _____
Resident of _____ hereby give an undertaking that ,
I/ We have registered as per the EPF and Miscellaneous provisions Act, 1952 and our
registration no is _____. We undertake to keep it valid during the currency
of contract.

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

(Seal of the firm)

(Signature of Bidder)

Note: 1. Please Attach a self-attested photo copy of the above said EPF registration
certificate.

2.Firms not possessing EPF Registration are not eligible to participate in the bids

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UNDERTAKING REGARDING ESI PROVISIONS (ANNEXURE -V)

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

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

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

(Seal of the firm)

(Signature of Bidder)

Note: 1. Attach a self-attested photo copy of the above said ESI registration certificate.

2. Firms not possessing ESI Registration are not eligible to participate in the bids.

UNDERTAKING TO ABIDE BY EW 6 & EW 8 (ANNEXURE -VI)

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

(Seal of the firm)
Bidder)

(Signature of

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COMPLIANCE SHEET (ANNEXURE -VII)

Tender for the work of :- Attending fault and AMC of 1 no. 13 Passenger lift in TE Harbour

Name of Contractor/firm:.....

1. I / We have read and examined the notice inviting tender, schedule, specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, General & special conditions, Schedule of Rates/Quantities and other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.
2. I / We hereby tender for the execution of the work specified for BSNL within the time specified, as per the 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. 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. A sum of **Rs.26,172/-** is hereby forwarded in the form of Deposit at call receipt/ FDR/ Bank guarantee of a Nationalized/ Scheduled Bank as earnest money. If I/ We, fail to commence the work specified I/We agree that the said BSNL shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money 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. 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 upto 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 clause 12.2.
6. I/ we agree to furnish to BSNL 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 two weeks from the date of issue of letter of Acceptance. I/ We agree to keep the Performance Bank Guarantee validity as per relevant clause of Notice Inviting Tenders.
7. 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 authorised to communicate the same or use the information in any manner prejudicial to the safety or interest of BSNL.

Signature of Witness

(Required in case thumb impression is given by the contractor in place of signature)

(Name & Postal address)**Occupation of Witness** Date:

Signature of contractor

(Seal of Contractor)

Name of work: Attending fault and AMC of 1 no. 13 Passenger lift in TE Harbour

IMPORTANT NOTE: The BSNL EW 8 Form is available at <http://www.Chennai.bsnl.co.in> as well as in the Division Office for ready reference and download.

UNDERTAKING

ACCEPTANCE

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

(Rupees _____
_____)

The letters referred to below shall form part of this contract Agreement.

- a)
- b)
- c)

For & on behalf of **BSNL**
Signature

COMPUTERIZED MEASUREMENT BOOKS (CMB'S) – ANNEXURE- VIII

Bills to be submitted by the contractor

➤ **Application and format of the Computerized M.B.**

- (1) The conventional Measurement Books shall be replaced by 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.
- (2) The same format as 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.

➤ **Mode of measurements:**

- (1) 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 BSNL. All entries shall be made exactly as per the existing procedure.
- (2) These measurements shall then be 100% checked by the Junior Telecom Officer. If Junior Telecom Officer is not available, the Sub Divisional Engineer 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 BSNL 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.
- (3) The Sub Divisional Engineer and the Executive Engineer shall test check these computerized measurements as per the existing instructions. This book shall be treated as a Computerized Measurement Book.
- (4) The Junior Telecom Officer, Sub Divisional Engineer and the Executive Engineer shall record the necessary certificates for their checks and test checks as per the existing procedure in this Computerized Measurement Book.
- (5) The Computerized Measurement Book shall be allotted a serial number as per the Register of Computerized Measurement Books.

➤ **Cutting or over-writing in the computerized M.B. not allowed**

- (1) The Computerized Measurement Book given by the contractor, duly bound, with its pages machine numbered, shall have no cutting or over-writing.
- (2) It is the responsibility of the Junior Telecom Officer or the Sub Divisional Engineer 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.

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(3) 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.

➤ Computerized Bill to be submitted by the contractor

(1) 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.

(2) The bill shall be carried forward from the previous running account bill as per the existing procedure.

(3) These computerized bills shall be processed by the various offices for payment, as per the existing procedure.