

ADDITIONAL TERMS, CONDITIONS & SPECIFICATIONS

CE OFFICE Draft NIT No: - 05 /CE(E)/ BSNL-RYP/ 2024-25

Dated: 21 - 03 -2025

EE OFFICE NIT NO.:- 32/EE(E)/BSNL/RYP/2024-25

Dated: 22 - 03 -2025

No. 40(1) /EE(E)/BSNL/RYP/2024-25/115

Dated: - 29 - 11 -2024

The Executive Engineer (Elect.), BSNL Electrical Division, Second floor, Admn. Building, Fafadih Telephone Exchange Compound, Raipur [C.G.] invites on behalf of Bharat Sanchar Nigam Limited online BoQ based GeM-Bid for the following work from the eligible bidders satisfying the following conditions : -

| Name of work | Estimated cost (Rs.) (I/C GST) | Earnest Money Deposit (Rs.) | Time for completion of work | Currency of Contract |
|---|--------------------------------|-----------------------------|--|----------------------|
| Supplying, Installation, Testing & Commissioning of 80 Nos. 1.5TR, 5-star Inverter type Split AC units for different CNTX-W equipment installed locations and upcoming MAAN equipment planned locations under BSNL Raipur BA. | Rs. 38,16,219/- | Rs. 76,324/- | 90 Days from the date of issue of LOI. | 12 Months |

1. BID ACCESSIBILITY:

- 1.1 Physical copy of the tender document shall not be available for sale.
- 1.2 For online bid submission etc. bidders have to mandatorily register (if not already registered) on GeM Portal <https://gem.gov.in> and follow all steps as per functionality of GeM portal.
- 1.3 The bid document for participating in e-bid shall be available on <https://gem.gov.in> (Note: The Bidder shall quote his rates online only on <https://gem.gov.in>)
- 1.4 Tender document shall be available for viewing on website: <https://www.chhattisgarh.bsnl.co.in>.

SUPPLY, DELIVERY & ITC AT VARIOUS BSNL TELEPHONE EXCHANGES UNDER BSNL ELECTRICAL CHHATTISGARH ZONE, RAIPUR.

In case of any discrepancies between the clauses in this ATC and those appearing elsewhere in the bid document, the clauses of this ATC shall prevail.

2. ELIGIBILITY CRITERIA:

The Firms who fulfill the following requirements shall be eligible to bid:

(a) **Financial norms:-**

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

AND

(b) **Physical norms :-**

- i) Original Manufacturers of Split Air-conditioners of 5 star rating of 1.5 TR and above capacity.
 - (a) Original Manufacturer should have successfully supplied at least 64 units of 1.5 TR and above capacity Split Air conditioners in Central Govt. / State Govt. / CPSU across PAN India in last three years.
- (OR)
- ii) Dealers authorized by Original Manufacturers of Split Air-conditioners of 5 star rating of 1.5 TR and above capacity. The letter of authorization shall be produced in original / copy attested by not therank below Executive Engineer in BSNL.
 - (a) The authorized dealers should have successfully supplied at least 64 units of 1.5 TR and above capacity Split Air conditioners of the same brand in Central Govt. / State Govt. / CPSU across PAN India in last three years for which letter of authorization for dealership submitted.

(Note: - The GeM bid document number should be clearly mentioned in letter of authorization, for which going to participate)

Note :-

1. **Original Manufacturer** means those firms which manufacture the Air conditioners and having their own complete manufacturing and testing setup only.
2. Those bidders participating under capacity of OEM shall submit 'Vendor Assessment Report for OEM' issued by GeM.
3. The bidders submitting "A Deemed OEM" certificate issued by GEM shall not be considered as Original Manufacturer.
4. The authorized dealer shall supply the same brand Air-conditioners for which the letter of authorization for dealership is submitted for participation in the bid.
5. The work completion certificate issuing authority in respect of 2 (b) (i) a) & (ii) a) above shall not be below the rank of Executive Engineer (E) or equivalent.
6. The Original Manufacturers of which brand is offered in the bid should have functional Service Centers in Chhattisgarh state.
7. The buyer reserves the right to obtain OEM's certificate issued by GEM as well as inspection of manufacturer setup of any or all successful bidders.
8. The buyer reserves the right of type test of split AC units from designated / nodal agency for testing of any or all successful bidders. The cost of testing including transportation (from delivered place to testing lab and vice-a-versa) & associated cost shall be borne by the bidder.

3. DOCUMENTS TO BE UPLOADED:

The bidder shall possess and **upload** the following documents mentioned in Additional Terms and Conditions of the GeM BID documents:

- (a)** Documentary proof of satisfying the eligibility conditions **as per PARA - 2 above.**
- (b) Valid EPF & ESIC Registration certificate. (If applicable). Valid MSME Registration certificate. (if applicable)
- (c) CA certificate for turnover. (Profit & loss statement issued by CA shall not be considered for turnover).
- (d)** EMD in prescribed form, On-line or Offline modes as per **PARA. 5. (EARNEST MONEY DEPOSIT).**
- (e) Bank Transaction details with UTR Number towards the successful e- payment for EMD.
- (f) EMD exemption certificates (if applicable) under Para EMD.
- (g) Duly filled Undertaking A to G (Format attached) under Para 29.
- (h) Self-Declaration by the seller regarding applicable rate of GST considered for each item quoted in this BID.
- (i)** **Duly filled ANNEXURE-I (Technical specification for 1.5 TR 5-Star inverter type split air conditioners)-(Attached format).**
- (j) Valid PAN card.
- (k) Valid GST Registration.
- (l) Valid BEE certification for star rating for the make and model offered.

NOTE: If any further clarifications are sought from responsive bids, the same should be submitted within prescribed time; otherwise they will be liable for rejection.

4. INVALID AND NON RESPONSIVE BIDS: Bidder's offer will be treated as substantially non-responsive and is liable to be rejected if they don't upload / submit following valid documents while submission of bid and subsequent clarifications, if any :

1. Valid documents fulfilling eligibility criteria as per **PARA - 2: "ELIGIBILITY CRITERIA."**
2. CA certificate for turnover supporting to eligibility criteria for financial norms.
3. EMD in prescribed form or any valid document for EMD exemption under **clause (e) of PARA - 5: "Earnest Money Deposit."**
4. Self-Declaration by the seller regarding applicable rate of GST considered for each item quoted in the BID. In this bid "Input Tax Credit" for GST has been taken into consideration.
5. a. If duly filled **ANNEXURE-I** (Technical specification for 1.5 TR 5-Star inverter type split air conditioners) not submitted.
b. If the offered technical specifications by bidder (i.e. (i) Rated Cooling capacity, (ii) Minimum Room Air Flow, (iii) Energy Efficiency as per ISEER and (iv) Star Rating etc.) are

- found not offered (blank) or less than the specified or desired values.
6. All valid documents / certificates / undertakings etc. as per Para 3.

Further no communication shall be entertained in this regard.

5. EARNEST MONEY DEPOSIT:

- (a) An amount of **INR shown in the GeM Bid document** as EMD in favor of **"Accounts Officer (Cash), O/o GMTD, BSNL, Raipur"** payable at Raipur required to be submitted by bidders in the form of Online transfer / Demand Draft / Pay Order / Bankers Cheque / Deposit at Call Receipt / Insurance Surety Bonds / FDR / e-PBG / BG in the prescribed format (**attached format**) of Nationalized / Scheduled Bank on GeM portal.
- (b) Bidder has to upload scanned copy / proof of bank instruments (EMD) along with bid and has to ensure delivery of hard copy to the buyer within 5 days of bid end date / bid opening date at following address; failing which the bid shall be rejected.
- (c) Address to submit EMD/Bid security is: **The Executive Engineer (Elect.), BSNL Electrical Division, Second floor, Admn. Building, Fafadih Telephone Exchange Compound, Raipur [C.G.] – 492 009.**
- (d) The EMD should be valid for **60 days beyond the bid validity (Total 150 days).**
- (e) Following categories of Sellers shall however, be exempted from furnishing EMD:
 - i. **Micro and Small Enterprises** who are manufacturer of the Primary Product Category or Service Provider of the Primary Service Category are registered as per given below NIC codes:

| Sr. No. | NIC (02 Digit) | NIC (04 Digit) | NIC (05 Digit) | Description of activity |
|---------|----------------|----------------|----------------|---|
| 1 | 28 | 2819 | 28192 | Manufacture of air-conditioning machines, including motor vehicles air conditioners |
| 2 | 35 | 3530 | 35302 | Production and distribution of cooled air and chilled water for cooling purposes |
| 3 | 43 | 4322 | 43229 | Other plumbing, heat and air conditioning activities n.e.c |

Or any NIC codes confirming to primary product/service category of **"Manufacture/ Production and distribution of air-conditioning machines only."**

The bidder shall submit (Upload) Udyam Aadhar Registration Certificate incorporating above category.

- ii. Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).
- iii. KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.
- iv. Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited.
- v. Sellers/ Service Provider having annual turnover of Rs 500 Crore or more.
- vi. Micro and Small Enterprises registered with NSIC for the Primary Product Category whose credentials are validated through NSIC database and through uploaded supporting documents.
- vii. Micro and Small Enterprises registered with DIC for the Primary Product Category whose credentials are validated through DIC database and through uploaded supporting documents.
- viii. Sellers / Service Providers holding BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents.
- ix. Central / State PSUs.
- x. Seller / Service Provider registered with designated Agency / Authority as specified in the bid document by the buyer – such bidder shall have to upload scanned copy of relevant registration document in place of EMD document while bidding.

- (f) EMD submitted by the bidder shall be forfeited, if the bidder:
- 1 Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid (90 days); or
 - 2 If it comes to notice that the information / documents furnished in its bid is false, misleading or forged; or
 - 3 Fails to furnish requisite performance security / PBG within stipulated time required as per e-bid / RA conditions.
- (g) Notwithstanding above, GeM SPV / GeM Admin also reserve the right to debar such seller from GeM portal. Such debarment shall be for minimum 3 months initially on first such offence and on repeat offence, the debarment period can be increased suitably by GeM SPV / GeM Admin. By submitting a bid on GeM, the Bidder explicitly undertakes to abide by the above clause.
- (h) Earnest money of unsuccessful bidders shall be returned **within 15 days** after the award of contract or expiry of bid validity whichever is earlier. Earnest money of successful bidder shall be returned within 15 days after receipt of Performance Security / e-PBG.
- (i) Account details of Account Officer (AO) for online payment :

| | |
|-------------------------------------|--|
| Beneficiary Account Name | Accounts Officer (Cash), O/o GMTD, BSNL, RAIPUR |
| Payable at | RAIPUR |
| Type of Account | Collection Account |
| Beneficiary Account Number | 1066002100026253 |
| Beneficiary Bank IFSC code | PUNB0106600 (Fifth character is zero) |
| Beneficiary Bank Name | Punjab National Bank |
| 9 – DIGIT MICR | 492024005 |
| Beneficiary Bank Branch Name | Station Road, Raipur |
| Beneficiary Bank Address | Station Road, Raipur |

Note: 1) This procurement is for BSNL (Chhattisgarh State).

2) The Seller shall confirm the billing details and the GST number before (On-line / off line) invoicing for the item.

6. TYPE OF BID:

- This is a BOQ based GeM bid.
- No. of Bid Submission Stages for bid:** Single Stage. The bidder shall submit Techno-commercial & Financial bid simultaneously.
- No. of Envelopes for submission of Bids:** Two Nos. Electronic envelope system (Two Stage opening). The bids will be evaluated techno-commercially first and thereafter financial bids of techno-commercially compliant bidders only shall be opened.
- Reverse auction (In case of bids invited through GeM-bidding only): Yes.**

7. SUBMISSION OF BIDS:

- The bidder should read the bid documents carefully before submitting the bid.**
- Bids must be submitted by the bidders on or before the specified date & time indicated in the Bid.
- The buyer may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with **Para 13 : “AMENDMENT OF BID DOCUMENTS”** in which case all rights and obligations of the buyer and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.
- Any bidder who submits a bid shall fill up the Price Bid stating at what rate he is willing to undertake each item of the work. Bids, which propose any alteration in the work specified in the said form of invitation to bid, or in the time allowed for carrying out the work, or which contain any other condition of any sort, including conditional rebates will be summarily rejected.

8. NEAR RELATIONSHIP CERTIFICATE:

- 8.1 The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the BSNL units*.

In case of bidder being proprietorship firm, this certificate will be given by the proprietor. For partnership firm, the certificate will be given by all the partners.

In case of bidder being Company / Limited company the certificate will be given by all the Directors of the company, **but excluding following:**

- a) Government of India/ Financial institution nominees and independent non-Official part time Directors, appointed by Govt. of India or the Governor of the state and
- b) Full time Directors of PSUs, both Central and State.

Due to any breach of these conditions or incorrect declarations by the bidder [Company or firm or any other person], the tender /bid submitted will be cancelled and Bid Security will be forfeited at any stage, whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

***Unit**, shall be taken as following:

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

8.2 The near relatives for this purpose are defined as:-

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.
- (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

8.2.1 The format of the certificate is given in **PARA: 29 – "UNDERTAKING"** as per "**UNDERTAKING – E**".

9. EMPLOYEE OF BSNL/GOVT.:

No employee in BSNL / Govt. of India is allowed to work as a bidder 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 bidder 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 bid and engagement in the contractor's service.

10. BID VALIDITY:

The bids for the work shall remain open for acceptance for a period of **90 days** from the date of opening of the bids. If any bidder withdraws his bid before the said period or makes any modification in the terms and conditions of the bid which is not acceptable to the BSNL, action shall be taken as per **UNDERTAKING- A (Declaration by Bidder)**.

11. EXTENSION OF VALIDITY:

In case, where the letter of award of work cannot be placed within the validity period of the bid, the BSNL can request all bidders to extend the validity of their respective bid. While BSNL can make the request for extension, the bidder is free to either extend the validity or refuse the request to extend the validity.

12. CLARIFICATION ON BID DOCUMENTS FROM BUYER :

A prospective bidder, requiring any clarification on the Bid Documents shall notify the buyer in writing as per GEM Portal requirement (in case of GEM tender) / or by E-mail of the buyer as indicated in the invitation of Bid. The buyer shall respond in writing to any request for the clarification of the Bid Documents, which it receives **05 days** prior to the date of opening of the Bid. However, no post bid clarifications at the initiative of the bidder shall be entertained.

13. AMENDMENT OF BID DOCUMENTS:

The buyer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders on GeM Portal.

14. OPENING OF BIDS BY BUYER :

- i) **Place of opening of bids:** O/o The Executive Engineer (Elect.), BSNL Electrical Division, Second floor, Admn. Building, Fafadih Telephone Exchange Compound, Raipur [C.G.] -492 009.
- ii) The buyer shall open bids online in the presence of the authorized representatives of bidders online or physically present who chose to, at time & date specified in NIT on due date. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening (**Attached Format under Para – 31 : "LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING EVENT"**)
- iii) A maximum of **two representatives** of any bidder shall be authorized and permitted to attend the bid opening.
- iv) Techno Commercial bid shall be opened on the date of bid opening as given in the NIT. Thereafter the TPC will evaluate Techno-commercial bids & the report of TPC will be approved by competent authority. The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened by competent authority/TOC in front of techno commercially eligible bidders/authorized representatives by sending them a suitable notice.
- v) The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

15. PRELIMINARY EVALUATION:

- i) Prior to the detailed evaluation and comparison of bids as below, the buyer will determine the substantial responsiveness of each bid to the Bid Document. For the purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The buyer's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- ii) A bid, determined as substantially non-responsive will be rejected by the buyer and shall not be made responsive subsequently after the date of bid opening by correction of the non-conformity by the bidder.
- iii) The buyer may waive-off any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

16. INVALID AND NON RESPONSIVE BIDS:

Bidder's offer will be treated as substantially non-responsive and is liable to be rejected if they don't upload / submit following documents while submission of bid and subsequent clarifications, if any :

1. Valid documents fulfilling eligibility criteria as per **PARA - 2: "ELIGIBILITY CRITERIA."**
2. CA certificate for turnover supporting to eligibility criteria for financial norms.
3. EMD in prescribed form or any valid document for EMD exemption under **clause (e) of PARA - 5: "Earnest Money Deposit."**
4. Self-Declaration by the seller regarding applicable rate of GST considered for each item quoted in the BID. In this bid "Input Tax Credit" for GST has been taken into consideration..
5. a. If duly filled **ANNEXURE-I** (Technical specification for 1.5 TR 5-Star inverter type split air conditioners) not submitted.
b. If the offered technical specifications by bidder (i.e. (i) Rated Cooling capacity, (ii) Minimum Room Air Flow, (iii) Energy Efficiency as per ISEER and (iv) Star Rating etc.) are found not offered (blank) or less than the specified or desired values.
7. All valid documents / certificates / undertakings etc. as per Para 3.

Further no communication shall be entertained in this regard.

17. CLARIFICATION ON BIDS (BY BUYER):

- i) To assist in the examination, evaluation and comparison of bids, the buyer may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.
- ii) If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However, the buyer at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non-compliance to such queries, the bid will be outrightly rejected without entertaining further correspondence in this regard.

18. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS :

- i) The buyer shall evaluate in detail and compare the bids previously determined to be substantially responsive in preliminary evaluation as above.
- ii) The Evaluation & Comparison of bids shall be done on the basis of **NET COST TO BSNL** on the prices of the Goods / Services offered along with all applicable Taxes, Packing, Forwarding, Freight & Insurance charges etc. as arrived in "BOQ" of the Bid document but **excluding GST** which is creditable to BSNL. The bid will be decided on the basis of quoted Basic Cost.

19. CANVASSING / INFLUENCING THE BUYER:

- i. No bidder shall try to influence the buyer on any matter relating to its bid, from the time of the bid opening till the time the bid is awarded.
- ii. Any effort by a bidder to modify its bid or influence the buyer in the buyer's bid evaluation, bid comparison or bid award decision shall result in the rejection of the bid.
- iii. Canvassing in connection with bid is strictly prohibited and the bids submitted by the bidders who resort to canvassing will be liable for rejection.

20. CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS:

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a. they have controlling partner (s) in common; or
- b. they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c. they have the same legal representative/agent for purposes of this bid.

21. ACCEPTANCE OF BIDS:

- i. The acceptance of a bid will rest with **the Superintending Engineer (E), BSNL, Electrical CG Zone, Raipur**, who does not bind himself to accept the lowest bid or any other bid and reserves with him the authority to reject lowest or all the bids received without assigning any reason. All bids in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected.
- ii. BSNL reserves itself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rates quoted.

22. PERFORMANCE GUARANTEE / SECURITY:

All bidders including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc. shall furnish performance guarantee / security to the buyer for an amount equal to **3%** of the value of Advance purchase order within **15 days** from the date of issue of Advance Purchase Order by the buyer in favour of "**Accounts Officer (Cash), O/o GMTD, BSNL, Raipur**". (Format attached).

Note:-

- i. This is however subjected to any modification / amendment order issued from Department of Expenditure (Ministry of Finance).
- ii. The proceeds of the performance guarantee / security shall be payable to the buyer as compensation for any loss resulting from the supplier's failure to complete its obligations under

- the contract.
- iii. The performance guarantee / security Bond shall be in the form of Bank guarantee on a Nationalized/Scheduled bank in standard format (**Attached format**)/ **Insurance Surety Bond** /CDR/ FDR/ TDR/DD.
 - iv. The validity of performance guarantee / security Bond shall be **2 Years (24 Months)** after the date of acceptance of work.

23. SECURITY DEPOSIT:

In addition to performance guarantee / security 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 7%** of the bided value of the individual agreement.

However, if bidder submits an additional Bank Guarantee for an amount equivalent to 10 % of the value of supplies to avail 100 % payment against supply, then that Bank Guarantee shall be treated as security deposit and accordingly short fall security deposit amount if any shall be deducted from each running bill of the contractor till the sum will amount to **security deposit of 7%** of the bided value of the individual agreement.

Note;-

- i) An additional Bank Guarantee &/or the security deposit deducted during running bills (except 3% Performance Guarantee / security) shall be refunded after satisfactory completion of warranty period (i. e. 15 months from the date of supply or 12 months from the date of installation of air conditioner, whichever is earlier.) But, bidder shall support for PCB (Indoor & Outdoor Printed circuit board) card and the Compressor for additional warranty period.
- ii) The 3 % Performance Guarantee / Security shall be refunded after 2 years of satisfactory completion of warranty period.

24. SPECIAL CONDITIONS:

- i) **Termination of Contract on Death of Contractor :-** Without prejudice of any of the rights or remedies under this contract, if the contractor dies, the Engineer-In-Charge on behalf of the BSNL shall have the option of terminating the contract without compensation to the contractor.
- ii) **Indulging of Contractor in Criminal/Antisocial Activities & cases under investigation /Charge Sheeted by CBI OR Any other Government Agencies etc. :-** If the CBI/Independent External Monitor (IEM)/Income Tax/ Sales Tax/ Central Excise/ Custom Departments/GST recommends such a course –Action will be taken as per the directions of CBI or concerned department.

25. This Additional terms and conditions shall form part of the Contract document. The successful bidder / contractor on acceptance of his bid by the Accepting authority, shall, within 15 days from the date of acceptance; sign the contract consisting of:-

- i) The Additional Terms and Conditions of Bid, Scope of Work, Technical Specifications and Drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading thereto.
- ii) Standard Tender document shall be available for download on <https://www.chhattisgarh.bsnl.co.in>

26. BUYER AND CONSIGNEE DETAILS:

i. BUYER:

| Sr. No | Name | Mail ID | Designation and mobile No. | Address |
|--------|-------------------------------------|---|--|---|
| 1 | Shri Suresh Laxman Rao Kakde | suresh.kakde_@bsnl.co.in eee.ryp@gmail.com | Executive Engineer (E), MOB. No. 9422931803 | O/o Executive Engineer (Elect.), BSNL Electrical Division, Second floor, Admn. Building, Fafadih Telephone Exchange Compound, Raipur [C.G.] |

| | | | | |
|--|--|--|--|---------|
| | | | | 492009. |
|--|--|--|--|---------|

ii. CONSIGNEE:

| Sr. No. | Name of SSA | Name of Consignee | Mail ID | Designation & mobile No. | Address |
|---------|-------------|----------------------------|--|--------------------------|---|
| 1 | Raipur | Shri Shailesh Kumar Sakhre | shaileshkumar.sakhre@bsnl.co.in , sdeebnrlryp2@gmail.com | SDE(E) 9425017922 | O/o. The Sub Divisional Engineer (E), BSNL, Elect. Sub-Division, Second floor, Admn. Building, Fafadih Telephone Exchange Compound, Raipur [C.G.]-492009. |
| 2 | Durg | | | | |

Note: The quantity and places shown in ATC are indicative, however this will be subject to the change at the time of issue of Lol.

27. VENDOR INFORMATION FORM:

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

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

28. UNDERTAKINGS:

UNDERTAKING "A"
DECLARATION BY BIDDER/CONTRACTOR
(To be furnished by the firm)

- 1.0** I / We do hereby declare that; I/We have gone through and read the terms & conditions / clauses of all the bid documents including Bid available on <https://www.chhattisgarh.bsnl.co.in> and amendments up to date as attached in this ATC.
- 2.0** I/we hereby declare that no addition / deletion / correction have been made in the bid document submitted and is identical to the bid document appearing on website.
- 3.0** I / We undertake that if we withdraw or modify our bid during validity period; I / We will be suspended / debarred/ banned for the period of one year in BSNL. Also, in such case the Bid Security / EMD submitted by I / we stands forfeited.
- 4.0** In case of failure to comply as above, our offer will stand withdrawn. The decision of bid opening officer in this regard shall be final & binding on me.
- 5.0** I / We do hereby declare that; I/We have gone through and read the terms & conditions / clauses of all latest GeM General terms & conditions available on GeM portal and amendments up to date.

Signature of bidder/authorized representative
With seal of the firm

UNDERTAKING "B"
REGARDING PROVISIONS

"I.....Son of.
.....Resident ofhereby 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.

* I/ We have registered as per the ESI regulations and our registration no is _____. We undertake to keep it valid during the currency of contract.

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

* Strike out whichever is not applicable.

(Signature of Bidder)
(Seal of the firm)

UNDERTAKING "C"

1. I/ We hereby declare that I/we are registered with GST authority in appropriate category as on date.
2. I/ We hereby declare that I/we are not Black Listed by GST authority as on date. I/We undertake to intimate change of status during the currency of contract.
3. I / we hereby declare that, if rates of GST quoted in Financial bid differ from the declared rates of GST or without ITC (Input Tax Credit), the financial bid shall be liable to reject and BSNL has the right to suspend / debar / ban for the period of one year for participation in future bids in BSNL.

PAN No. :

GST Registration No:.....

*** The bidder shall fill up the above data**

(Signature of bidder)
(Seal of the firm)

UNDERTAKING "D"

For understanding the terms & condition of Bid, Scope of Work & Technical Specifications:

a) Certified that:

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

b) I / we hereby covenants and declares that:

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

Date:

Signature of Bidder

Place:

Name of Bidder
(Seal of the firm)

UNDERTAKING “E”

NEAR-RELATIONSHIP CERTIFICATE:

(Format of the Certificate to be given as per the **Para: 8 – “NEAR-RELATIONSHIP CERTIFICATE” “Sub-Para: 8.2.1”** by the bidder in respect of status of employment of his/ her near relation in BSNL)

I.....s/o.....r/o hereby certify that none of my relative(s) as defined in the tender document is/are employed in any **BSNL Unit as defined in the clause in the Tender Enquiry, on Near relationship.*

OR

** Following are the details of near relatives working with the BSNL.*

| S. No. | Name of the Relative | Designation | Name of the Unit (Office & section of BSNL) where working |
|--------|----------------------|-------------|---|
| | | | |
| | | | |

** **STRIKE OFF WHICHEVER IS NOT APPLICABLE.***

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

Signature of the Proprietor/ Partners/ Directors of the bidder entity

With date and seal

UNDERTAKING "F"

DEED OF INDEMNITY

This **DEED OF INDEMNITY** is executed on this (Date) the by <<Name of the Bidder>> _____, a company / firm registered under the _____ (Applicable acts, as the case may be) (here in after referred to as the Bidder) and having its registered office at <<Address of the Bidder>> _____ acting through << Authorized Signatory>> _____ is hereinafter, for the purposes of this Deed of Indemnity.

TO AND IN FAVOUR OF

Bharat Sanchar Nigam Limited, through the **Executive Engineer (E), BSNL, Electrical Division, Raipur** Office (hereinafter referred to as the buyer which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized representatives and permitted assigns) on the Other Part.

WHEREAS

The buyer had invited the bids (here in after referred to as 'Bid') for the purpose of **"Supplying, Installation, Testing & Commissioning of 80 Nos. 1.5TR, 5-star Inverter type Split AC units for different CNTX-W equipment installed locations and upcoming MAAN equipment planned locations under BSNL Raipur BA"**

I/We, (Name of Bidder) _____ had submitted its bid/ proposal dated (hereinafter referred to as the 'Bid') for the provision of such services in accordance with its proposal as set out in its Bid and in accordance with the terms and conditions of the Bid.

The Bidder has in order to comply with the terms of the Bid agreed to execute the Deed of Indemnity on such terms and conditions more fully mentioned below.

NOW THIS DEED OF INDEMNITY WITNESSETH AS FOLLOWS:

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

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

(Authorized Signatory)

Date:.....

Place:.....

<< Name of the Bidder>>

Witness 1:

Witness 2:

UNDERTAKING “G”
SELF-CERTIFICATION UNDER PREFERENCE TO “MAKE IN INDIA” Policy:
(To be typed on Firm’s letter head)

Format for Self-Certification under Preference to **“MAKE IN INDIA”** Policy
(Refer Clause No. 16 of Special Conditions of Contract)

CERTIFICATE

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, P-45021/2/2017-PP (BE-II) dtd 16/9/2020 as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we M/s _____
(supplier name) are local supplier meeting the requirement of minimum Local content 50% as defined in above orders for the goods / services / works offered against Bid No.: GEM/_____.

Details of location at which local value addition will be made are as follows:

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

Seal and Signature of Authorized Signatory

30. **BID FORM :**

BHARAT SANCHAR NIGAM LIMITED

(A) Bid for the work of: -

“ Supplying, Installation , Testing & Commissioning of 80 Nos. 1.5TR, 5-star Inverter type Split AC units for different CNTX-W equipment installed locations and upcoming MAAN equipment planned locations under BSNL Raipur BA”

Name of bidder / Firm -

BID

- 1.0 I /we have read and examined the notice inviting bid, schedules, Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the bid document for the work available on <https://www.chhattisgarh.bsnl.co.in> and amendments up to date as attached in this ATC.
- 2.0 I/We hereby bid for the execution of the work specified for the BSNL within the time specified, schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions and other documents and rules referred to in the conditions of contract and all other contents in the bid document for the work available on <https://www.chhattisgarh.bsnl.co.in> and amendments up to date as attached in this ATC.
- 3.0 I/We agree to keep the bid open for ninety (90) days from the due date of submission thereof and not to make any modifications in its terms and conditions.
- 4.0 If I/We, fail to furnish the prescribed performance guarantee / security within prescribed period I/We agree that the said BSNL shall without prejudice to any other right or remedy to take action as per **Undertaking 'A': (Declaration by Bidder/Contractor)**. Further if I/ We fail to commence work as specified , I/ We agree that the said BSNL shall without prejudice to any other right or remedy, be at liberty to forfeit the amount of performance guarantee / security absolutely and the same may at the option of the competent authority on behalf of BSNL be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.
- 5.0 I/We agree to execute all the works referred to in the bid documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered up to maximum of percentage mentioned in Clause 37.11 as attached in this ATC.
- 6.0 I/we agree to furnish to BSNL Deposit at call receipt / CDR / FDR / TDR / DD / Insurance Surety Bonds / Bank guarantee of a Nationalized / Scheduled Bank for an amount equal to 3% of the contract value in a standard format within **Fifteen Days** from the date of issue of letter of Acceptance. I/We agree to keep the performance bank guarantee valid as per the terms of the NIT.
- 7.0 I/We hereby declare that I/We shall treat the bid documents drawings and other records connected with the work as secret / confidential documents and shall not communicate information / derived there from to any person other than to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety or interest of BSNL.

Dated_____

(Signature of Bidder)
Seal of Bidder

ACCEPTANCE

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

(Rupees

_____)

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

a)

b)

c)

Place_____

Signature

For & on behalf of the BSNL

Dated_____

Designation

31. LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING EVENT:
(To be typed preferably on letter head of the company)

Subject: Authorization for attending Bid opening

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

.....
Signature of the Representative

.....
Signature of Bidder/ Officer authorized to sign

Name of the Representative on behalf of the Bidder

.....
Signature of the alternative Representative

.....
Name of the alternative Representative
Above Signatures Attested

- Note : 1. Only two representatives will be permitted to attend the Bid opening.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

32. For the BID SECURITY/EMD GUARANTEE:

(To be typed on appropriate amount of non-judicial stamp paper)

Sub: Bid Security/EMD guarantee.

Whereas M/s R/o (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs/- (hereafter known as the "B. G. Amount") valid up to/...../ 20 (here after known as the "Validity date") in favour of **"Accounts Officer (Cash), O/o GMTD, BSNL, Raipur"** payable at **Raipur** for participation in the tender of work of vide tender no.

Now at the request of the Bidder, We Bank Branch having (Address) and Regd. office address as (Hereinafter called 'the Bank') agrees to give this guarantee as hereinafter contained:

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the **BSNL** stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the **BSNL** by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (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 the **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 the "B. G. Amount".
3. We undertake to pay to the **BSNL** any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.
4. We 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 **BSNL** Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.
5. We the Bank further agree with the **BSNL** that the **BSNL** shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the **BSNL** or any indulgence by the **BSNL** to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. Notwithstanding anything herein contained:
 - (a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.

- (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case **BSNL** demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "**Accounts Officer (Cash), O/o GMTD, BSNL, Raipur**" payable at **Raipur**.
8. E-payment may be prepared. Accordingly, in case of E-payment to be made for BG en cashed, Bank can transfer the amount to Bank account as intimated by BSNL to Bank at that time through Bank Mandate.
9. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:

(Signature of the Bank Officer)
Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

Telephone Numbers

Email ID

33. For the PERFORMANCE GUARANTEE: (To be typed on appropriate amount of non-judicial stamp paper)

Dated.....

Sub: Performance guarantee.

Whereas Ex. Engineer (Elect.) R/o.....(hereafter referred to as (may be modified accordingly) has issued an APO no. Dated/...../20 awarding the work of to M/sR/o (hereafter referred to as "Bidder") and has asked him to submit a performance guarantee in favour of (may be inserted) of Rs/- (hereafter referred to as "P.G. Amount") valid up to/...../20 (hereafter referred to as "Validity Date").

Now at the request of the Bidder, We Bank.....Branch having (Address) and Regd. office address as (Hereinafter called 'the Bank') agreed to give this guarantee as hereinafter contained:

2. We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
6. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "**Accounts Officer (Cash), O/o GMTD, BSNL, Raipur**" payable at **Raipur**.
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

Telephone Numbers

34. SCHEDULE - A:

Schedule of Work

Name of Work - Supplying, Installation , Testing & Commissioning of 80 Nos 1.5TR, 5-star Inverter type Split AC units for different CNTX-W equipment installed locations and upcoming MAAN equipment planned locations under BSNL Raipur BA.

| Sr. No | Description of Item | Qty | Rate (i/c all taxes & Duties but excluding GST) | Unit | Total Amount excluding GST (Net cost) | GST% as applicable | Add GST Amount | Total Amount including GST |
|--------|---|-----|---|------|---------------------------------------|--------------------|----------------|----------------------------|
| | Part-A: Supply Portion | | | | | | | |
| 1 | Supplying of 1.5 TR 5 star High wall inverter type split AC unit having minimum cooling capacity of 4536 Kcal/hr (5275 watts) and as per BEE star rating minimum ISEER of 5.2 with temperature control thermistor, remote control unit, filters, rotary / swing type compressor, copper tubes for both indoor and outdoor unit & supplying 3 metres length of each : (i) Hot and cold refrigerant copper piping each, (ii) 4 x 2.5 sq. mm copper conductor flexible connecting electrical cable between indoor and outdoor unit, (iii) PVC drain pipe of suitable size and topping up of refrigerant if required, transportation of all of the above to the various site etc as required. | 80 | | Each | | | | |
| | Note:- 1. The length of refrigerant copper pipes for hot & liquid lines, IDU to ODU cable and PVC drain pipe shall be included up to 03 Mtr. in Item 1. Additional extra length shall be paid, as per Item- 3, 4 & 6 for refrigerant pipes, cable and PVC pipe respectively. 2. The manufacturers / Suppliers shall give a warranty of the air conditioner for 15 months from date of supply or 12 months from date of installation, which is earlier. Thereafter 4 years (48 months) additional warranty on PCB (Indoor & Outdoor Printed circuit board) card and the compressor. 3. The Condenser coil tube and evaporator coil tube shall be made from copper of high quality grade. | | | | | | | |

UNPRICED SCHEDULE

| Sr. No | Description of Item | Qty | Rate (i/c all taxes & Duties but excluding GST) | Unit | Total Amount excluding GST (Net cost) | GST% as applicable | Add GST Amount | Total Amount including GST |
|--------|--|-----|---|-------|---------------------------------------|--------------------|----------------|----------------------------|
| | Part-B:ITC Portion | | | | | | | |
| 2 | Installation, Testing and commissioning of 1.5 TR 5 star High wall inverter type split AC unit along with Hot and cold refrigerant copper piping, 4 x 2.5 sq. mm copper conductor flexible connecting electrical cable & PVC drain pipe up to the standard length of 3 mtrs (supplied as under Item.1) including gas charging, insulation and making opening in wall and making good the damages etc., complete as required. | 80 | | Each | UNPRICED SCHEDULE | | | |
| 3 | Providing & fixing of additional refrigerant copper piping (i. e. for Hot (gas) & cold (liquid) line) of suitable size for the above split AC units, over and above 3 mtrs length where ever required including insulation & additional gas charging if required etc. complete as required. Note: - Only single run will be measured for both (i. e. hot (gas)& cold (liquid) line) refrigerant pipes. | 240 | | Meter | UNPRICED SCHEDULE | | | |
| 4 | Supplying & laying of PVC insulated Copper conductor flexible cable of size 4 core 2.5 sq.mm along with refrigeration pipes, over and above 3 mtrs length where ever required etc complete as required (From IDU to ODU of SAC unit).(ISI mark Cable) | 240 | | Meter | UNPRICED SCHEDULE | | | |
| 5 | Supplying and Fixing of powder coated heavy duty readymade stand having projection arm (minimum 600 MM) for mounting outdoor unit of SAC unit i/c providing necessary hardware support etc. complete as required. | 80 | | Job | UNPRICED SCHEDULE | | | |
| 6 | Supplying and Fixing of 25 mm dia ISI mark heavy duty PVC pipe with accessories for drain water connection, over and above 3 mtrs length where ever required etc. complete as required. | 160 | | Meter | UNPRICED SCHEDULE | | | |
| 7 | Dismantling of 1.5 TR Split AC unit with refrigerant piping and other associated items etc. & keeping the same at safe location including minor repair works etc. as required. | 80 | | Job | UNPRICED SCHEDULE | | | |

Note:-

- 1) The Evaluation & Comparison of bids shall be done on the basis of **NET COST TO BSNL** on the prices of the Goods / Services offered along with all applicable Taxes, Packing, Forwarding, Freight & Insurance charges etc. as arrived in BOQ of the Bid document but **excluding GST** which is creditable to BSNL. The bid will be decided on the basis of quoted Basic Cost.
- 2) The GST as applicable shall be inclusive in quoted rate in BOQ. The bidder shall submit GST Invoice with each claim of bill separately.
- 3) 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.

Executive Engineer (E)
BSNL Electrical Division
Raipur

35. **SCHEDULE-‘D’:**

PROFORMA FOR AGREEMENT

(On non-judicial stamp paper of appropriate value)

Contract agreement for the work of _____
_____ -Dated _____

Between M/s _____
_____ (refer note) in the town of (Address) _____

_____ herein after called the bidder (which term shall unless excluded by or repugnant to be subject or context include its successors and permitted assigns) of the one part and the Bharat Sanchar Nigam Limited herein after called the BSNL (which term shall unless excluded by or repugnant to the subject or context include its successes and assigns) of the other part.

Whereas

a. The BSNL is desirous that the execution of (Name of work) _____
_____ at _____

_____ to be performed as mentioned, enumerated or referred to in the bid including press Notice Inviting Bid, General conditions of the contract, Special conditions of the contract, Specifications, Drawing, Plans, Time schedule of completion of jobs, schedule of quantities and rates, agreed variations, other documents, has called for bids.

b. The bidder has inspected the site and surroundings of the work specified in the bid documents and has specified himself by carefully examinations before submitting his bid as to the nature of the surface , strata , soil , sub soil and grounds , the form and nature of the site and local conditions the quantities , nature and magnitude of the work , the availability of the labour and materials necessary for the execution of work , the means of access of site , the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to or implied in the bid , documents or having any connection therewith and has considered the nature and extent of all the probable and possible situations, delays , hindrances or interferences to or with the execution and completion of the work to be carried out under the contract , and has examined and considered all other matters , conditions and things and probable and possible contingencies , and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the work and which might have influenced him in making his bid.

c. The bid documents including the BSNL's press Notice Inviting Bid, General conditions of Contract, special conditions of contract, Schedule of quantities and Rates, General obligations, Specifications, Drawings, Plans, Time schedule for completion of work. Letter of acceptance of bid and any statement of agreed variations with its enclosures copies which are hereto annexed form part of this contract through separately set out herein and are included in the expression contract wherever herein used.

And whereas

The BSNL accepted the bid of M/S _____ (refer note at page _____
_____) (bidder) for the work of _____ at _____ and
conveyed vide letter no _____ Dated _____ at the rates stated in
the schedule of quantities for the work and accepted by the BSNL (herein after called the schedule of rates)
upon the terms and subject to the conditions of the contract.

Now this agreement witness & it is hereby agreed and declared as follows

1. In consideration of the payment to be made to the contract for the work to be executed by him , the bidder hereby convenient with the BSNL that the contractor shall and will duly provide, execute, complete and maintain the said work and shall do and perform all other acts and things in the contract mentioned or described or which are to implied and there from or may be reasonably necessary for the completion of the said works and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned. In the contract and

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

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

In witness where of the parties hereto have here-into set their respective hands and seals in the day and the year first above written.

Signed and delivered for and on behalf
of BSNL

Signature and delivered for and on behalf of
the Bidder

(BHARAT SANCHAR NIGAM LIMITED)
OFFICIAL ADDRESS

(BIDDER)

Date:

Date:

Place:

Place:

IN PRESENCE OF TWO WITNESSES

SIGNATURE
NAME

SIGNATURE
NAME

SIGNATURE
NAME

SIGNATURE
NAME

36. GENERAL CONDITIONS OF CONTRACT:

a. GENERAL CONDITIONS:

- (a) The agreement shall be signed by both the parties on Non judicial stamp paper of appropriate value which shall be purchased by the bidder. The Performa of agreement to be prepared on Non-judicial stamp paper is enclosed.
- (b) Firm shall issue ID card to their workforce whenever they enter premises for bonafide work. The workers should wear proper uniform with detachable badge indicating the name of person & firm.

b. PAINTING & SIGN WRITING:

The Equipment specified in relevant sections shall be painted & sign written i/c preparing the surface for applying primer & two or more coats of synthetic enamel paint of approved color as & when required. In case of outdoor installations, the painting shall be with weather proof paint.

c. DAMAGES TO BSNL INSTALLATION:

- 1. Any damage to the installation(s)/ building during the installation / maintenance period due to the carelessness on the part of maintenance staff shall be the responsibility of firm and shall be replaced/rectified without any extra cost.
- 2. Any accident or damage during maintenance period will be the responsibility of bidder and BSNL will not entertain any claim, compensation, penalty etc. on this account or on account of non-observance of any other requirement of law relevant to his work.
- 3. Any loss/damage suffered by the allied equipment's / controls due to negligence of the firm during installation / servicing shall have to be made good to the entire satisfaction of the Engineer-In-charge or his representative.

d. MISCELLANEOUS:

- 1. The workers engaged by firm should maintain proper discipline and good behaviour with occupants. The firm shall remove such workers from the site whose behaviour is found improper; Executive Engineer's decision shall be final.
- 2. The bidder shall provide the workers with necessary Tools & Plants, Testing and safety equipment's.
- 3. The bidder has to observe all the labour rules and regulations in force and shall be fully responsible for any violation observed at any time. The bidder shall also indemnify BSNL against any claims whatsoever, either from this clause or any other clause in the contract.
- 4. Some restrictions may be imposed by the security staff etc. on the working and/or movement of labour, material etc. The bidder shall be bound to follow all such restrictions /instructions and nothing extra shall be payable on this account.
- 5. 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. The workers should wear proper uniform with detachable badge indicating the name of person & firm.
- 6. Dismantled materials shall be returned to the BSNL except those items for which the replacement is supplied by the bidder.
- 7. The bidder shall not sublet the work or part thereof. However, services of specialized agencies for specific work can be obtained. The BSNL shall not reimburse any cost in this account.
- 8. The bidder has to keep all the units, neat and clean to avoid any accident and / or fire hazards.
- 9. Safety precaution and other site precautions:- The firm shall adhere to, while executing the contract, the relevant safety rules of the Government.
- 10. Firm should have round the clock contact telephone number. In case of Emergency, bidder and authorized engineer supervisor shall be available at site on short notice from Engineer-in-Charge and make all efforts to make the situation normal at the earliest.
- 11. Firm is responsible to keep workable spares and consumables for due performance of the contract. For critical spare parts, firm shall have arrangement with dealers for prompt supply.
- 12. The bidder shall sign a declaration under the officials Secret Act, 1923 for maintaining secrecy of the bid documents, drawings or other records connected with the work given to them.

13. Other agencies will also simultaneously execute the works like horticulture, external services, Installation of telephone exchange equipment and other building works for the same project along with this work in particular. The bidder shall afford necessary facilities for the same. No claim in the matter shall be entertained.
14. The bidder shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Engineer-in-charge may in his discretion without prejudice to any other right or remedy available in law cancel the contract. The bidder shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
15. **Removal of workmen:** - The firm shall on the request of the EE (E), forthwith remove from the works any person employed thereon by him who in the opinion of the B.S.N.L / EE, misconducts himself or misbehaves or has doubtful character. Such person shall not be employed again on the works.

e. COMPLIANCE OF EPF ACT:

The firm has to fulfill / compliance of the provisions of EPF & Misc. Provisions Act 1952 & Employees' Provident Fund Scheme 1952.

f. COMPLIANCE OF LABOUR LAWS:

The firms have to be abided by all labour laws of the appropriate local body applicable to that place where work is executed. The firm shall be responsible for all compensation payable under the Workman Compensation Act.

g. INSURANCE:

1. **Insurance policy:** Before commencing the execution of works the Bidder, without limiting his obligations and responsibilities under this agreement shall insure against his liability for any material or physical damage, loss or injury which may occur to any property, or to any person including any employee or a member of the general public, by or arising out of the execution of the works or in carrying out the agreement, it shall be obligatory for the bidder at his cost to obtain and maintain with any of the subsidiary of the General Insurance Corporation of India in such a manner that BSNL & Bidder are covered for all the time during period of contract i.e. from the commencement date in the time period allowed for completion of work, The insurance cover under the following policies.

2. Bidder's All Risk Insurance Policy to cover the following:

- (i) Entire agreement value for the period of completion including defects liability period.
- (ii) Third party insurance to cover for any damages to third party. This shall be up-to the end of the defects liability period and shall include for any damage to the properties and / or injury (including death) to the person of the general public and anyone else deemed to be third party.
- (iii) Civil commotion, riots, War and other disturbances.
- (iv) Earthquake or any other natural calamities.
- (v) Policy to cover bidder's liability under Workmen's Compensation Act 1932, Minimum Wages Act 1948, Contract labour (Regulation and Abolition) Act 1970 and other relevant Acts modified from time. This shall be for the period up-to final completion of work, including the defects liability period.
- (vi) Insurance cover against damage, theft or any other loss of all the materials and equipment brought to site for which advance is claimed—Limit of liabilities not less than the value or such materials at any stage of the contract. The Bidder shall insure against all such liabilities and shall continue such insurance during the currency of the agreement including defects, liability period. Premium for all insurance policies shall be paid and borne by the bidder and shall NOT be reimbursable.

3. No Limit to Liability:

In addition to the liability imposed by law upon the Bidder for injury (including death) to persons or damage to property by reason of the negligence of the bidder or his agents, which liability is

not impaired or otherwise affected hereby, the bidder hereby assumes liabilities for and agrees to save the BSNL harmless and indemnifies BSNL from every expense, liability or property suffered through any act or omission of the Contract or any person directly or indirectly employed by any of them or from the conditions of the premises or any part of the premises which is in the contract of the Bidder or any one directly or indirectly employed by either of them or arising in any way from the work called for by this agreement.

h. BYE LAWS INDEMNITY AGAINST LIABILITIES:

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

i. FORCE MAJEURE:

- 1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the buyer as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.
- 2 Provided, also that if the contract is terminated under this clause, the buyer shall be at liberty to take over from the Supplier at a price to be fixed by the buyer, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the buyer may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the buyer elect to retain.

j. TERMINATION OF CONTRACT:

- 1 Right is reserved by BSNL for terminating the contract due to serious default. This includes major break down or accident or loss due to negligence on the part of firm, failure to attend breakdown in reasonable time, disobedience and abandoning the site etc. In such a case full 03% Performance Guarantee shall be forfeited by BSNL. The decision of Superintending Engineer (E) /CE (E) in this regard shall be final and binding.
- 2 Right is reserved by BSNL for closure of the contract at any time by giving one month's notice for reasons not attributed to the firm. The decision of Executive Engineer shall be final and

binding on the bidder for closure of contract and for which BSNL shall not entertain any claim.

- 3 In case of unsatisfactory performance, during the period one percent penalty of the bill amount shall be imposed for the particular period. In this regard the decision of Superintending Engineer (E) shall be final and binding.
- 4 If the performance of the firm is unsatisfactory, they will be issued show cause notice and their contract shall be terminated if their explanation is found unsatisfactory. The decision of Superintending Engineer (E) in this regard shall be final.
- 5 The service contract may be terminated for breach of contract or default and Performance Guarantee / Security amount may be forfeited by EE (E) on this account.

k. ARBITRATION:

Except where otherwise provided in the contract all disputes relating to the meaning of the specification, design, drawing and instruction or as to the quality of workmanship or materials used in the work or arising out of them or/ and conditions of the contract during the progress of the work or after completion or abandonment thereof shall be referred to the sole arbitrator by the C.E. (Electrical) BSNL as per the contract.

37. COMMERCIAL CONDITIONS OF CONTRACT:

37.1 COMMERCIAL:

- a) The bidder shall inspect the site and fully acquaint himself about the condition with regard to accessibility of site and site nature and the extent 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 an account shall be entertained by the BSNL in any circumstances.
- b) The rates quoted must be including GST.
- c) The rates quoted must be full & final. Nothing extra is payable other than the quoted rates.
- d) All taxes, levies, duties, insurance and transportation etc. in respect of this contract are payable by the vendor and BS NL will not entertain any claim in respect of the same.
- e) The firm shall include all taxes and duties as applicable on date including GST. If any, new tax is levied / exempted by the Government after opening of bid; the same shall be reimbursed / recovered by the B.S.N.L on production of proof of payment if levied extra.

37.2 COORDINATION AT SITE:

At the site of work more than one Service Provider may be working. Full co-operation shall be extended to other agencies during progress of work. The work will be carried out in such a way so that it may not cause abnormal noise and hindrance to the officers of the BSNL engaged in erection as well as to normal routine work.

37.3 GUARANTEE, MAINTENANCE & DEFECTS LIABILITY AT THE COMPLETION OF CONTRACT:

- a) On completion of the contract, the Service Provider shall certify and get verified from the Engineer in charge that all equipment/Installations are free from any defect due to defective material and bad workmanship/services and also the equipment/ Installations shall work satisfactorily with performance and efficiencies not less than the rated values corresponding to the life of equipment/ Installations.
- b) Any equipment/ Installation found defective on verification shall be replaced/ rectified free of cost by the Service Provider. The services of the Service Provider's personnel, if required during this period shall be made available free of cost to the BSNL.
- c) The Service Provider shall depute his representative to the site within 36 hours of notification of defects by the BSNL.
- d) A joint inspection report shall be prepared by the representative of BSNL and the Service Provider regarding the nature of defects and remedial action required. Time schedule for such action shall also be finalized.
- e) In case, the Service Provider fails to depute his representative within 36 hours of notification of defects or fails to cause remedial measure within reasonable time as decided during joint inspection, the BSNL may proceed to do so at the Service Provider's risk & expenses and without prejudice to any other right of the BSNL to recover such expenses.

f) Manufacturer's Warranty:

- i) The manufacturer shall give a warranty for the soundness of construction and performance of the air conditioner and shall be responsible for putting right any manufacturing defects free of charge for a period of 15 months from the date of supply or 12 months from the date of installation of air conditioner, whichever is earlier.
- ii) Thereafter **4 years (48 months)** additional warranty on **PCB (Indoor & Outdoor Printed circuit board) card and the compressor.**
- iii) Any part found defective during this period shall be replaced free of cost by the contractor. The service of the contractor's personnel if required during this period shall be made available free of cost to the department.

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

37.4 CURRENCY OF CONTRACT:

- i. The Tender has been called in the jurisdiction of BSNL Electrical Chhattisgarh Zone, Raipur (Chhattisgarh state) comprising of many SSA's. After awarding of work, a **Master Agreement** will be framed at O/o CE (E), BSNL, Electrical CG Zone, Raipur which will be valid up-to 12 months from date of award. It will be subsequently extended for another three (03) months as per requirements and also be extendable by mutual consent for a further period of three (03) months.
- ii. Individual Agreement shall be framed on the basis of LOI at Division level and date of completion of individual agreement shall be 90 days from the date of issue of LOI.
- iii. The agreement shall be signed by both the parties on Non judicial stamp paper of appropriate value which shall be purchased by the agency. The Proforma of agreement to be prepared on Non-judicial stamp paper.

37.5 OPERATION OF RATE CONTRACT:

- i. The operation of this Rate Contract shall be governed by the General Rules and conditions of the Contract.
- ii. Operation of Rate Contract shall be further governed by the following:
 - a. The master agreement shall be signed between the firm and **Executive Engineer [EP] / SE (E) O/o CE (E), BSNL Electrical CG Zone, Raipur**.
 - b. Individual letter of Intent [L.O.I.] shall be issued by the **Executive Engineer [EP] / SE (E) O/o CE (E), BSNL Electrical CG Zone, Raipur** to the firm giving all details.
 - c. **The Rate contract shall remain in force for a period of Twelve (12) months after the date of award. It will be subsequently extended for another three (03) months as per requirements and also be extendable by mutual consent for a further period of three months on mutual acceptance for issue to LOI from date of award.**
 - d. The Schedule of work indicating quantities of various items of work shall be provided by Executive Engineer [E] concerned and accordingly LOI shall be issued by **EE (EP) / SE (E) O/o CE (E), BSNL Electrical CG Zone, Raipur** in respect of individual work to the concern Executive Engineer [E].
 - e. Formal work contract agreement will be made between Executive Engineer [E] and Firm on the basis of specimen agreement and schedule of the work supplied by the Executive Engineer [EP]/ SE(E) O/o CE (E), BSNL Electrical CG Zone, Raipur.
 - f. The date of commencement of works shall be reckoned from date of issue of LOI by the **Executive Engineer [EP]/SE (E), O/o CE (E), BSNL Electrical CG Zone, Raipur** and award letter shall be issued by concerned EE (E).
 - g. The LOI can be issued in the entire jurisdiction of **SE (E), BSNL Electrical CG Zone, Raipur (Chhattisgarh state)**. The agency will bound to work at any site under entire Chhattisgarh state at same rate and condition.
 - h. No work shall be undertaken without proper Letter of Intent.

37.6 DELIVERY SCHEDULE:

- 1) Time allowed to carry out the work shall be **90 days**.
The programme for execution shall be –
 - (a) Supply of major equipment – In next **60 (Sixty) days**.
 - (b) Installation, testing and commissioning – In next **30 (Thirty) days**.

37.7 PAYMENT TERMS:

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

A) Supply Portion of Item 1:

- a) No advance payment will be made.
- b) 90 % of pro-rata of the approved price breakup of contract value on receipt of equipment at site and after satisfactory physical inspection. For claiming this payment, the following documents are to be supplied to the paying authority:
 1. Invoice document favoring BSNL.
 2. Delivery challan.
 3. Consignee receipt.

- c) 10% of pro-rata of the approved price breakup of contract value after successful Installation, Testing and Commissioning of equipment.
- d) 100% payment (in place of 90%) may be made on delivery, provided that an additional Bank Guarantee for an amount equivalent to 10% of the value of supplies valid for a minimum period of **Fifteen Months** is furnished by the supplier along with an undertaking that the equipment / stores supplied shall be free from damages/shortages. In case buyer intimates shortages / damages in received stores to the supplier in writing, the Bank Guarantee shall be extended without fail by the supplier for a suitable period as requested by the buyer in writing. Failure to do so shall result in forfeiture of Bank Guarantee.

B) ITC Portion & other items other than Item 1: 100% against successful ITC.

NOTE:

- 1) No payment will be made for goods rejected at the site on testing, Payment, if made, for such items shall be recovered from subsequent bills or other bills.
- 2) In cases where shortage / damages are intimated to the supplier in writing, the balance payment shall be released only after the cases are settled in accordance with the provisions of the agreement.
- 3) Stipulations like levy of interest if payment is not made in specific time are not at all acceptable to BSNL.
- 4) Payment of invoices shall be made as per availability of funds by BSNL.
- 5) The original GST invoices shall be submitted to the Engineer-in-charge, BSNL Electrical Division, Raipur.
- 6) Time allowed for completion of work has to be adhered strictly. Contractor should not delay work at any stage in case of non-payment of bill by BSNL.

37.8 FORMATION OF CONTRACT:

- i. The Tender has been called in the jurisdiction of BSNL Electrical Chhattisgarh Zone, Raipur (Chhattisgarh state) comprising of many SSA's. After awarding of work, **LoI wise Agreement will be framed by concerned Executive Engineer (E).**
- ii. This Additional terms and conditions shall form part of the Contract document. The successful bidder on acceptance of his bid by the Accepting Authority, shall, within 15 days from the date of acceptance letter, sign the contract consisting of:-
 - a) The GeM Bid, all the documents including ATC, Technical specification and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading thereto.

37.9 INSTRUCTIONS FOR IMPLEMENTATION OF GST:

- i. The rates must be quoted including the GST. The rates quoted must be full & final. Nothing extra is payable other than the quoted rates.

The Evaluation & Comparison of bids shall be done on the basis of NET COST TO BSNL on the prices of the Goods / Services offered along with all applicable Taxes, Packing, Forwarding, Freight & Insurance charges etc. as arrived in "Schedule of Work" of the Bid document but excluding GST which is creditable to BSNL. The bid will be decided on the basis of quoted Basic Cost.

- ii. Necessary declaration, statutory forms (if any) shall be provided by BSNL to avail concessional rate of tax wherever applicable on the request of the bidder as & when asked for.
- iii. BSNL shall deduct statutory taxes and duties like income tax, etc. from payments due to the firm as per rules of the State / Central Govt. The Accounts Officer of the concerned SSA shall issue certificates for such deductions to the firm.

iv. For claiming the payment following documents shall be submitted:

- a. Invoice clearly indicating breakup details of composite price i.e. Basic, GST any Other duties & Taxes, Freight /Packing Charges etc
- b. Proof of Payment of GST if applicable.
- c. Timely uploading of correct & necessary information on GSTN Portal is mandatory as prescribed in GST Compliances.
- d. Declaration by the Authorized signatory duly authorized by the company management along with a certificate from an independent CA/CMA that the benefits of tax credits are transferred to BSNL.

Note :

- 1) If the bidder fails to furnish necessary supporting documents i.e. GST invoice & also fails to upload the information on GSTN in respect of the Duties, Taxes for which input tax credit is available, the amount pertaining to such duties/Taxes will be deducted from the payment due to the bidder.
 - 2) Tax amount will be paid to the bidder only after bidder declares the details of the invoices in its return in GSTR 1& GSTR 3 uploaded by the bidder& the same is reflected in GSTR-2A of BSNL on GSTN Portal.
- v. In case the bidder is blacklisted during the currency of contract, BSNL will not bear any loss of Input Tax Credit arising due to default/blacklisting of Bidder.
- vi. Bidder should furnish the correct HSN / SAC classification in the price schedule. If the credit for the Duties, Taxes & cess under provision /rules under GST law is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the bidder will be liable to refund such non-admissible amount, if already paid along with penalty & interest if charged by the concerned authority.
- vii. In case the Duties, taxes & cess which are not eligible for Input Tax Credit as per the quotes indicated in the Price Schedule by the bidder & subsequently at any stage it is found that Credit for such Duties, Taxes & cess is admissible as per provision of GST law, then the bidder will be liable to refund the amount equivalent of such duties, Taxes & cess if already paid to them provided the credit can be claimed within the time prescribed under the applicable legislation & BSNL has all the documents to claim such credit. The refund is also subject to the bidder performing necessary act for enabling BSNL to claim the credit. viz upload the information on GSTIN. However, the BSNL may allow the bidder to submit necessary documents in this regard which may enable the buyer to avail the input tax credit provided such credit is still available for the amount so paid as per provision of GST Law.
- viii. BSNL reserves the right to ask the bidders to submit documentary proof confirming the correct HSN or SAC classification/Customs Tariff Head from the CGST/SGST/IGST officer or Customs authority where the HSN or SAC classification /Customs Tariff Head furnished against the particular bided item by different bidders differs from each other or the same is found apparently not furnished in accordance with GST ACT/Customs Tariff notifications.
- ix. If the bidder fails to furnish necessary supporting documents i. e. Tax Invoices/Customs invoices etc. in respect of Duties, Taxes & Cess which are eligible for input tax credit, the amount pertaining to such Duties, Taxes, Cess will be deducted from the payment due to the firm.
- x. If the bidder fails to perform the necessary compliances which would any manner restrict BSNL to claim input tax credit then the amount pertaining to such duties, Taxes & Cess will be deducted from the payment due to the bidder.

- xi. If the bidder does not disclose the correct details on the invoice or on the GSTN viz GSTIN, Place of supply etc. which restricts BSNL to claim input tax credit then the amount pertaining to such duties, Taxes & cess will be deducted from the payment due to the bidder.
- xii. BSNL can adjust/ forfeit Bank Guarantee obtained from the bidder against any loss of input tax credit to BSNL on account of bidders default. In case BSNL has to pay GST on reverse charge basis the bidder would not charge GST on its invoices. Further the bidder undertakes to comply with the provisions of GST law as may be applicable.
- xiii. The balance payment shall be made within a period of 6 months from the invoice date to ensure availability of input tax credit & subject to condition that there are no damage/ shortages. In those cases where such shortages/damages are intimated to the bidder in writing, the balance payment shall be released only after the cases are settled in accordance with the provision of contract. Further in case of any dispute on the payment to be made to the bidder, the same shall be settled on or before the month of September following the end of financial year to which the invoice pertains. Additionally, in case the dispute is not settled due to any act of the bidder & input credit on the said invoice is lost by BSNL, the same shall be recovered from the bidder.
- xiv. BSNL has the right to recover input Tax credit loss suffered by it due to any wrong declaration on invoice by the bidder.
- xv. Any sum of money due and payable to the bidder (including security deposit refundable to him) under this contract may be appropriated by the buyer or the BSNL or any other person(s) contracting through the BSNL and set off the same against any claim of the buyer or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the bidder with the buyer or BSNL or such other person(s) contracting through the BSNL. In case of set off the security deposit against any claim of the buyer or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the bidder with the buyer or BSNL or such other person(s) contracting through the BSNL, the GST on such set off will be borne by the bidder. GST would not be liable on security deposit. But if bidder set off the security deposit against any claim of the buyer or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the bidder with the buyer or BSNL or such other person(s) contracting through the BSNL, then GST would be levied.
- xvi. The bidder should furnish the name of its collaborator (if applicable), brand name, model number, type of the products and HSN classification under GST and customs law offered in this bid. The technical literatures of the products should also be submitted. No change in either technology or product shall be permitted after opening of bids.

37.10 GST INVOICE :

- a) All the details of bidder (name, address, GSTN / unregistered bidder, place of supply, SAC / HSN code etc.) and other mandatory details shall be mentioned on the invoice.
- b) Invoice/Supplementary invoice / Debit note / Credit note / Receipt Voucher need to be issued in compliant format and within the time limit prescribed under GST law.
- c) In case of any deficient / incomplete / rejected supply, BSNL shall convey the same in a reasonable time to enable the bidder to issue credit note and take tax adjustment.
- d) It would be the responsibility of the bidder to declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc. In case the eligibility of input tax credit is questioned or denied to BSNL on account of default by the bidder, the same would be recovered by BSNL from the bidder.
- e) Registered location of both the parties i.e. BSNL and bidder should be mentioned in the Agreement with GSTN No. Further, bidder should raise invoices at the registered premise of BSNL for availing of credit and ensure that the place of supply as per GST law is same as registered premise.
- f) BSNL could at any time instruct the bidder to raise its invoices at a particular location of BSNL
- g) It is the responsibility of the bidder to ensure that place of supply and the GSTN of BSNL is in the same state. If for any reason they are not in the same state, the bidder shall intimate to BSNL and give adequate time before rising of the invoices.
- h) Bidder shall be responsible for timely issuance and delivery of Invoice / DN/ CN to enable BSNL to claim tax benefit on or before the stipulated time period provided by the GST law.
- i) It is the responsibility of the bidder to ensure that outward supply return (GSTR-1) would be filled correctly. If not, than cost would be borne by bidder.
- j) Reporting of correct outward supply by bidder in the outward return (GSTR-1) is the responsibility of the bidder. In case of mismatch because of bidder's fault, prompt amendments must be made by the bidder else bidder would be required to indemnify BSNL of the loss of credit due to mis-match. The compliances to be adhered by bidder include (but is not limited to) the following:
 - (i) Uploading appropriate invoice details on the GSTN within the stipulated time.
 - (ii) Issuing GST compliant invoice / CN / DN.PO issued by BSNL should be referred by bidder for capturing information on the invoice.
 - (iii) Bidder needs to pay the entire self-assessed Tax on timely basis.
 - (iv) Where Invoice is not uploaded or incorrect upload of invoice detail of GSTN by bidder then credit on such invoice will be given provisionally subject to matching. So, acceptance is to be submitted by bidder for the changes made by BSNL on GSTN on account of non-upload or incorrect upload of invoice details of GSTN. Such changes w.r.t. the mismatch are required to be accepted by bidder within the time limit prescribed under the GST law. It should be noted that in case bidder does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit(if any) would be recovered from the bidder. In case of mismatch because of bidder's fault, prompt amendments must be made by the bidder else bidder would be required to indemnify BSNL for the losses of credit and interest paid due to mismatch.

- (v) Bidder to issue all necessary documentation and perform all necessary compliances for BSNL to be eligible to claim the input tax credit of GST. In case BSNL is unable to claim the input tax credit, the amount w. r. t. GST charged by the bidder would be recovered from the bidder.
- (vi) A self-declaration along with evidence that the bidder is not blacklisted by GST authority. In case supplier gets black listed during the tenure of BSNL contract, then supplier must indemnify BSNL to ensure that no loss of input tax credit is borne by BSNL due to default of supplier.
- k) It shall be the responsibility of the bidder to mention state of place of goods/services in the invoice issued to BSNL.
- l) GST (if applicable) on account of liquidated damages due to delay in supply of goods would be borne by bidder.
- m) Payment against GST Credit will be made only when GST complaint Invoice is submitted by the bidder.
- n) In case the bidder does not agree with the POS or HSN/SAC code stated on the POS, it is the responsibility of the bidder to approach/request BSNL to revise the PO.
- o) Any further amendment notified by the government in GST Rules during the Currency of contract shall also be applicable without any separate notice.

37.11 INCREASE/ DECREASE OF BID QUANTITY:

- a) BSNL reserves the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.
- b) BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of goods and services contained in the running tender/ contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh.

37.12 SET OFF CLAUSE:

Only those payments due to government against a particular contract agreement shall be deducted from bills of the same work, and not deductible from other works.

37.13 TAX INDEMNITY:

BSNL has the right to recover Input Tax credit loss suffered if any. The concerned **Accounts Officer of BSNL Electrical Division, Raipur** may recover such loss due to any wrong declaration on invoice by the supplier.

38. SPECIAL CONDITIONS OF CONTRACT:

38.1 Scope of work:

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

38.2 STORES AND SAFETY:

- a) All the stores and materials required for the satisfactory completion of the work shall be arranged at site by the contractor from his own sources / open market. It should be clearly understood that no claim whatsoever shall be provided on this account. Lockable space for storing the material may be provided on request. However, safe custody of the material stored at site will be responsibility of the contractor till the completion/ handing over of the work.
- b) Before dispatch to site, the equipment/ component/ materials shall be properly packed so as to afford protection against transit damages and damages against storage in open areas either at transporter's premises or at work site. However, damaged items shall be replaced by the Service Provider as per the direction of Engineer-in-Charge.

38.3 TEST CERTIFICATES:

The firm shall submit Manufacturer test certificates for Split AC Units at the time of delivery.

38.4 COMPLETION OF WORK:

(a) DATE OF COMPLETION:

The work shall be deemed to have been completed after the fulfillment of the following:

- i. Physical installation of A.C unit.
- ii. Successful completion of testing & commissioning of AC unit as per the BSNL standards in the presence of representative of Engineer-in-Charge.

(b) TEST CERTIFICATES:

The firm shall submit Manufacturer test certificates for Split AC Units at the time of delivery.

(c) TESTING AT SITE:

If required the testing will be done by BSNL officer at site.

39. ANNEXURE – I (Technical specification for 1.5 TR 5 star inverter type split air conditioners)

| Sr. No | Details | Desired | Specifications to be filled in the below column by the tenderer / bidder |
|---------------|---|---|---|
| 1 | Name of the Manufacturer | | |
| 1.1 | Model No. | | |
| 1.2 | Rated cooling capacity (Minimum) | (Minimum 4536 kcal / hr. or 5275 Watts) | |
| 1.3 | Power Input (Watt) | Watt | |
| 1.4 | BEE star rating | 5 star | |
| 1.5 | Type of Compressor | Rotary / Swing | |
| 1.6 | Energy efficiency as per ISEER | (Minimum 5.2) | |
| 1.7 | Type of Refrigerant | R-32 / R-410 | |
| 1.8 | Room Air Flow | 700 Cub. Mtr / Hr or 412 Cub. feet/Min) | |
| 2 | Overall Dimensions | | |
| 2.1 | Overall Dimensions of Room Unit(Wall Mounted) | L x W x H (mm) | |
| 2.2 | Overall Dimensions of Outdoor Unit | L x W x H (mm) | |
| 3 | Electrical voltage Tolerance | | |
| 3.1 | Stabilizer Free Operation (Voltage range to be mentioned) | Yes | |
| 4 | Compressor | | |
| 4.1 | Make of Compressor or name of the Compressor Manufacturer | | |
| 4.2 | Warranty period of compressor (Replacement in case of faulty) | Minimum 05 years | |
| 4.3 | Capacity of Compressor at Rated Test Conditions as per IS:10617(P-1):1983 (Reaffirmed 2001) incorporating amend no 1 to 3 | Kcal / hr. | |
| 4.4 | Rating of Compressor Motor | KW | |
| 5 | Condenser | | |
| 5.1 | Type of Fins | Anti-corrosive coating / hydrophilic blue coating | |
| 6 | Drip Tray | Yes | |
| 7 | Warranty period of PCB (Replacement in case of faulty) | Minimum 05 years | |
| 8 | Acoustic material | Yes | |
| 9 | Are manufacturer's instructions and operation service, installation manual are provided | Yes | |

Note: - The authorized dealer shall supply the same brand Air-conditioners for which the letter of authorization for dealership is submitted for participation in the bid.